



0000052574

PLICATION

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services

Mail original plus 10 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

T-04113A-02-0452

Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

Type of Service: _____

Docket No.: _____ Date: _____

Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____

Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer
the appropriate numbered items:

- ☒ Resold Long Distance Telecommunications Services (Answer Sections A, B, C).
- ☒ Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- ☒ Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- ☒ Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, D, E)
- ☐ Alternative Operator Services Telecommunications Services (Answer Sections A, B)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-
mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

XSPEDIUS MANAGEMENT CO. SWITCHED SERVICES, LLC

Tel: (337) 312-5240 Fax: (337) 310-2976

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Not Applicable

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Chad Pifer, Director of Regulatory & Legal Affairs **Tel: (337) 361-4298 Fax: (337) 310-2976**
901 lakeshore Drive, Floor 2 **e-mail: Chad.Pifer@xpedius.com**
Lake Charles, LA 70601

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Leila M. Baheri **Tel: (202) 955-9600**
Kelley Drye & Warren, LLP **Fax: (202) 955-9792 e-mail: lbaheri@kelleydrye.com**
1200 19th St., NW, Suite 500, Washington, DC 20036

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

Chad Pifer, Director of Regulatory & Legal Affairs **Tel: (337) 361-4298 Fax: (337) 310-2976**
901 lakeshore Drive, Floor 2 **e-mail: Chad.Pifer@xpedius.com**
Lake Charles, LA 70601

(A-7) What type of legal entity is the Applicant?

- ☐ Sole proprietorship
- ☐ Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- ☒ Limited Liability Company: _____ Arizona, ☒ Foreign
- ☐ Corporation: _____ "S", _____ "C", _____ Non-profit, _____ Arizona, _____ Foreign
- ☐ Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be Charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

(A-10) Indicate the geographic market to be served:

- ☒ Statewide. (Applicant adopts statewide map of Arizona provided with this application).
- ☐ Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant has been or if the Applicant is currently involved in any formal or informal complaint proceedings pending before any State or federal Regulatory Commission:

- ☐ Yes ☒ No

If "Yes", please provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

(A-12) Indicate if the Applicant has been or is currently involved in any civil or criminal investigations AND/OR had judgment entered against it in any civil matter or been convicted of any criminal acts related to the delivery of telecommunications services within the last five (5) years:

- ☐ Yes ☒ No

If "Yes", please provide the following information.

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

- ☒ Yes ☐ No

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

☒ Yes

☐ No

If "No", continue to question (A-15).

☐ For Local Exchange Resellers, a \$25,000 bond will be recommended.

☒ Yes

☐ No

If "No", continue to question (A-15).

☐ For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

☒ Yes

☐ No

If "No", continue to question (A-15).

☐ For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

☒ Yes

☐ No

If "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the services will be provided.

Prior to issuance of the CC&N, the Applicant must complete and submit an Affidavit of Publication Form. Refer to Attachment C - Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication).

TO BE PROVIDED.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

☒ Yes

☐ No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

Applicant will resell the services of Qwest and any other certificate carrier as necessary.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

None.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

None.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

None.

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

☐ Yes

☒ No

If "No," explain why and give the date on which the Applicant began operations.

Applicant is a privately owned limited liability company and as such does not issue annual reports or submit any financial filings with the United States Securities and Exchange Commission, and is not under any obligation to prepare or release public financial statements and ownership information. Applicant has not yet commenced operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Yes, Applicant will rely on the financial resources of its parent company, Xspedius Management Co., LLC.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

TO BE PROVIDED.

C. RESOLD LONG DISTANCE AND/OR LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation

☐

Yes

☒

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

Applicant will assume the e.spire Agreement or Opt-In to a new Agreement prior to closing the Asset Sale Transaction.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐

Yes

☒

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in the State of Arizona:

Applicant's parent Company is currently finalizing the terms of a transaction to purchase the assets, including the customer base and accounts of ACSI Local Switched Services, Inc. d/b/a/ e.spire, a company authorized to provide intrastate telecommunications services in various states including Arizona. Once this transaction is finalized and all necessary regulatory approvals and authorizations are granted, Applicant will begin providing services shortly thereafter.

(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- ☒ Decision # 64178 Resold Long Distance
- ☒ Decision # 64178 Resold LEC
- ☒ Decision # 64178 Facilities Based Long Distance
- ☒ Decision # 64178 Facilities Based LEC

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59241:

- ☒ Yes ☐ No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

- ☒ Yes ☐ No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

- ☒ Yes ☐ No

Parish
County of Calcasieu)
State of Louisiana)

**VERIFICATION OF
MARK W. SENDA**

I, Mark W. Senda, being duly sworn upon oath, do hereby depose and state as follows:

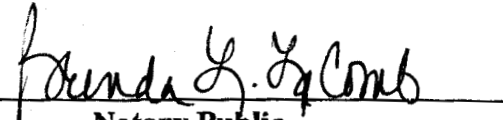
1. My name is Mark W. Senda. I am employed by Xspedius Management Co., LLC ("Xspedius") as Chief Executive Officer. My business address is Xspedius Management Co., LLC, P.O. Box 1116, O'Fallon, MO 63366-1116. I am authorized by Xspedius to make this Verification on its behalf.

2. I declare that I have read the foregoing document and that the facts and any matters stated therein are true to the best of my knowledge, information, and belief.

FURTHER AFFIANT SAYETH NOT.


Mark W. Senda

SUBSCRIBED AND SWORN TO BEFORE ME this 14th day of June, 2002.


Notary Public

ATTACHMENT A

1. Certificate of good standing as a foreign corporation: *TO BE PROVIDED.*

2. List of all limited liability company managers:

- ♦ Janes C. Allen
- ♦ Lawrence C. Tucker
- ♦ James Monroe III
- ♦ James F. Lynch
- ♦ Mark W. Senda

ATTACHMENT B

ILLUSTRATIVE TARIFF

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO END-USER

COMMUNICATION SERVICES WITHIN

THE STATE OF ARIZONA

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

TABLE OF CONTENTS

	<u>Page</u>
TABLE OF CONTENTS	2
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF	6
APPLICATION OF TARIFF	7
DEFINITIONS	8
2.0 REGULATIONS	13
2.1 Undertaking of the Company	14
2.2 Prohibited Uses	26
2.3 Obligations of the Customer	27
2.4 Customer Equipment and Channels	31
2.5 Payment Arrangements	34
2.6 Allowances for Interruptions in Service	41
2.7 Use of Customer's Service by Others	46
2.8 Cancellation of Service	47
2.9 Transfers and Assignments	47
2.10 Notices and Communications	48
2.11 Operator Services Rules	49

James C. Falvey
Sr. Vice President - Regulatory Affairs
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7125 Columbia Gateway Drive, Suite 2100
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Issue Date: _____
Effective Date: _____
Docket No. _____

TABLE OF CONTENTS

	<u>Page</u>
3.0 SERVICE AREAS	51
3.1 Exchange Access Service Areas (EASA)	52
4.0 EXCHANGE ACCESS SERVICE	54
4.1 General	55
4.2 Basic Exchange Line Service	56
4.3 Basic Exchange Trunk Service	57
4.4 Basic Exchange Digital Trunk Service	57
4.5 DID Trunk Service	58
4.6 Hunt/Grouping Service	58
4.7 CLASS Features	59
4.8 Business Custom Service	60
4.9 ISDN/PRI	61
4.10 Payphone	66
4.11 [Reserved for future use]	71
5.0 EXCHANGE ACCESS OPTIONAL FEATURES	77
5.1 Directory Listings	77
5.2 Main Number Retention	78
5.3 Authorization Codes	79
5.4 Vanity Number Service	80
6.0 RESOLD LOCAL EXCHANGE SERVICE	81
[RESERVED FOR FUTURE USE]	
7.0 LOCAL CALLING SERVICE	82
7.1 Description	83

<u>TABLE OF CONTENTS</u>		<u>Page</u>
8.0	INTRALATA CALLING SERVICE	84
8.1	Description	85
8.2	Time Periods	85
9.0	MISCELLANEOUS SERVICES	86
9.1	Operator Services	87
9.2	Busy Line Verify & Line Interrupt Service	88
9.3	Service Implementation	90
9.4	Restoration of Service	90
10.0	SPECIAL ARRANGEMENTS	91
10.1	Special Construction	92
10.2	Individual Case Basis (ICB) Arrangements	94
10.3	Temporary Promotional Programs	95
11.0	INBOUND DIRECT LOCAL EXCHANGE SERVICE	96
11.1	Description	97
11.2	OPTIONAL EXCHANGE SERVICES	97.1
11.2.1	Customer Term Agreement	97.1
11.2.2	Description	97.1
11.2.3	Termination Fees	97.1
11.2.4	e·spire Local Service Plus	98
11.2.5	e·spire Local Service	100
11.2.6	e·spire Local ISDN	103
11.2.7	Incoming FX	103
11.2.8	Local Advantage Service	103.1
11.2.9	e.spire VOICE INTERNET PACK	103.3
11.2.10	Voice Services Term Plan Program	103.5
11.2.11	EZ LD Service	103.6
12.0	APPLICATION OF RATES	104
12.1	Introduction	105
12.2	Rules for Charges Based on Duration of Use	105
12.3	Rules for Rates Based Upon Distance	106

TABLE OF CONTENTS

	<u>Page</u>
13.0 RATES FOR SERVICES	108
13.1 Basic Exchange Line Service	109
13.2 PBX Trunk Service	109
13.3 Digital PBX (Basic Exchange) Trunk Service	109
13.4 DID Trunk Service	110
13.5 Hunt/Grouping Service	110
13.6 CLASS Features	110
13.7 Business Custom Services (BCS)	111
13.8 ISDN/PRI	112
13.9 Directory Listings	113
13.10 Main Number Retention	113
13.11 Authorization Codes	113
13.12 Vanity Numbers	113
13.13 IntraLATA Calling Service	114
13.14 Mobile Services Interconnection	114
13.15 Operator Services	115
13.16 Busy Line Verify/Busy Line Interrupt	115
13.17 Service Implementation Changes	115
13.18 Restoration of Services	115
13.19 Inbound Direct Local Exchange Service	116
13.20 Payphone Service	117
13.21 [RESERVED FOR FUTURE USE]	118
13.22 e-spire Local Service Plus	119
13.23 e-spire Local Service	122
13.24 e-spire Local ISDN	126
13.25 Incoming FX	128
13.28 e-spire Voice Internet Pack	128.1
14.0 RESOLD RATES FOR SERVICES	129
15.0 MAXIMUM RATES	134
16.0 Maps	153

ATTACHMENT I

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
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DC01/BAHEL/188083.1

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Effective Date: _____
Docket No. _____

EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- | | |
|---|--|
| C | To signify changed regulation. |
| D | To signify discontinued rate or regulation. |
| I | To signify increased rate. |
| M | To signify a move in the location of text. |
| N | To signify new rate or regulation. |
| R | To signify reduced rate. |
| S | To signify reissued matter. |
| T | To signify a change in text but no change in rate or regulation. |

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Effective Date: _____
Docket No. _____

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Xspedius Management Co. Switched Services, LLC, hereinafter referred to as the Company, to customers within the State of Arizona.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
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Docket No. _____

DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Advance Payment: Part or all of a payment required before the start of service.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding: Allows calls to be routed to a user-defined line inside or outside the customer's telephone system.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

James C. Falvey
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Effective Date: _____
Docket No. _____

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Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Conference calling three-way: Allows the customer to have a conference call with two other parties at different numbers. With this service, the customer can initiate calls to both parties or add another party to an established call. Customer depresses the flash hook, receives a second dialtone and dials the number, depressing the flash hook again connects all three parties. *Call Transfer* allows the customer to transfer another party to another number. Customer presses the flash hook, receives a second dialtone and dials the number the call is to be transferred to. Customer hangs up immediately or introduces the call and hangs up.

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Docket No. _____

DEFINITIONS

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communication Services: The Company's intrastate toll and local exchange switched telephone services.

Company or XMC: Xspedius Management Co. Switched Services, LLC, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

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DEFINITIONS

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by XMC and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

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DEFINITIONS

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

Utilities: Electric, telephone or other public utilities, whose facilities are utilized by Company in provision of the services described in this tariff.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

2.0 REGULATIONS

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Arizona.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

James C. Falvey
Sr. Vice President - Regulatory Affairs
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7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff; or
 - 2) the Customer is using the service in violation of the law.
- F) This tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.
- G) US West Communications, Inc. or Arizona Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

James C. Falvey
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Xspedius Management Co., LLC
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A) The liability of the Company and Utilities for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company and Utilities. The Company and Utilities will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company or Utilities* service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) The Company and Utilities shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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Issue Date: _____
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Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C) The Company and Utilities shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D) The Company and Utilities shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company and Utilities harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
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Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company and Utilities shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**
- J) With respect to directory listings, the Company's liability shall be limited to the provisions of Section 6.1.1, and the further limitations provided in this Section.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
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Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- K) The Company's Year 2000 readiness depends on the readiness of several third party vendors whose Year 2000 readiness the Company cannot control. Due to the interdependence among telecommunications providers and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for Year 2000 failures caused by circumstances beyond its control, including, but not limited to failures caused by: 1) the Customer; 2) other telecommunications provider; 3) customer premises equipment; or 4) suppliers of hardware, software, data, and other equipment and supplies.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- G) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Arizona Corporation Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

REGULATIONS

2.5 Payment Arrangements

The Company will comply with Arizona Corporation Commission rules concerning payment, billing, collection and discontinuance of service for telecommunications services provided by the Company to the Customer.

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A) Taxes

The Customer is responsible for payment of any universal service, sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- A) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- F) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- G) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - 1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D) Deposits held will accrue interest at a rate in accordance with the rules of the Arizona Corporation Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving five (5) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H) Upon the use of service or facilities for calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another, the Company may immediately discontinue service without incurring any liability.
- I) The Company reserves the right to cancel any contract for service with and to discontinue service to, any person who uses or permits the use of obscene, profane or grossly abusive language over, or by means of, the Company's facilities, and who, after reasonable notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

- C) A credit allowance will be given for interruptions of 30 minutes or more.
Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

C) (Cont'd)

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) interruption of service due to circumstances or causes beyond the control of Company.

REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

REGULATIONS

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Arizona Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

REGULATIONS

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

REGULATIONS

2.10 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

REGULATIONS

2.11 Operator Services Rules

A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - (a) the operator service provider's name and address;
 - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.

REGULATIONS

2.11 Operator Services Rules (Cont'd)

A) (Cont'd)

- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

- 1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

3.0 SERVICE AREAS

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

SERVICE AREAS

3.1 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following designations are provided in the following areas:

[Table appears on next page]

3.1 Exchange Access Service Areas

Market Serving Area*	Local Calling Area
TCSMAZDZDS0, TCSNAZCADS0, TCSNAZCODS0, TCSNAZCRDS0, TCSNAZEADS0, TCSNAZFWDS0, TCSNAZMADS1, TCSNAZMLRS2, TCSNAZNOCG0, TCSNAZNODS0, TCSNAZRNRS1, TCSNAZSERS3, TCSNAZSODS0, TCSNAZSWDS0, TCSNAZTVDS0, TCSNAZWERS1, TCSNAZXGDS0,	Includes: 818, 825, 825, 393, 625, 648, 625, 648, 616, 682, 682, 682, 682, 682, 822, 822, 398, 398, 206, 218, 228, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 318, 320, 320, 320, 321, 322, 323, 324, 325, 326, 327, 388, 410, 446, 469, 489, 512, 513, 519, 529, 531, 544, 546, 546, 546, 566, 570, 571, 573, 574, 575, 576, 577, 578, 579, 615, 617, 618, 620, 621, 622, 623, 624, 626, 628, 629, 663, 670, 690, 694, 695, 696, 712, 721, 722, 733, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 760, 770, 790, 791, 792, 793, 794, 795, 797, 798, 799, 806, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 903, 908, 917, 918, 218, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 318, 321, 322, 323, 324, 325, 326, 327, 410, 446, 469, 512, 513, 529, 544, 570, 571, 573, 574, 575, 576, 577, 578, 579, 617, 620, 621, 622, 623, 624, 626, 628, 629, 663, 670, 690, 694, 695, 696, 712, 721, 722, 733, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 760, 770, 790, 791, 792, 793, 794, 795, 797, 798, 799, 806, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 647, 762, 647, 762

* - Corresponding map shown in Attachment I

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

4.0 EXCHANGE ACCESS SERVICE

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS SERVICE

4.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

Basic Local Exchange
Basic Exchange Analog Trunk Service
Basic Exchange Digital Trunk Service
DID Trunk Service

The rates for Exchange Access Services are offered in Section 13 below.

EXCHANGE ACCESS SERVICE

4.2 Basic Exchange Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with Touch Tone as a standard feature, which can be deleted at the Customer's option.

Basic Exchange Line Service is also available with various calling features and options. Additionally, customer wishing to purchase single calling features may order those desired as set forth below.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS SERVICE

4.3 PBX Trunk Service

Basic Exchange Trunk Service provides a Customer with a single, voice-grade, analog telephonic communications channel that can be used to place or receive one call at a time. Basic Exchange Analog Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Trunks. (Additional hunting charges will apply.)

4.4 Digital PBX Trunk Service

Digital PBX Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps that is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Basic Trunks may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Section 4.8. The price shown below is based on the number of channels activated on the digital transport facility and upon the distance of the transport facility. The price shown below is based on the number of channels ordered and includes the price of transport, voice feature activation, Network Access Register charges and similar charges tariffed separately in other tariffs.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS SERVICE

4.5 DID Trunk Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 4.3 and 4.4, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group

4.6 Hunt/Grouping Service

Hunting Service is a combination of two or more trunks or individual lines connected to the central office so that incoming calls overflow to the next available trunk or line if that trunk or line is busy. The charge for Hunting Service on trunks and lines is in addition to the regular trunk or line rate and charged on a per-line/trunk basis.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

4.7 CLASS (Custom Local Area Signaling Service) Features

CLASS features are available to subscribers of Basic Business Exchange Line on an *a la carte* basis.

Automatic Callback - allows customer to automatically return the last incoming call (whether the call was answered or missed. If the number being called back is busy Automatic Callback will alert customer with a special ring when the line becomes clear.

Automatic Recall - automatically redials the telephone number of the last outgoing call. If the number being called back is busy Automatic Recall will alert customer with a special ring when the line becomes clear.

Call Block - provides the customer the ability to prevent incoming calls from up to six different telephone numbers.

Call Selector - provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers.

Call Tracing - enables the customer to initiate an automatic trace of the last call received.

Call Transfer - customer presses the flash hook, receives second dialtone and dials number existing call is to be transferred to. Customer may hang-up immediately or introduce call and then hang-up.

Caller ID Name Delivery - displays the name and number of the calling party on a special display telephone or display unit.

Caller ID Number Delivery - displays the number of the calling party on a special display telephone or display unit.

Directory Number Privacy - allows customer to prevent their name and number from appearing on the called party's Caller ID telephone or display unit. Privacy feature must be activated by customer on a call by call basis.

Preferred Call Forwarding - allows the customer to transfer up to six selected numbers to another telephone number.

4.8 Business Custom Services (BCS)

Description:

Customers can choose from following custom services as additional features which can be added to Basic Business Line Exchange service on an *a la carte* basis.

Call Forwarding Variable - allows subscribers to redirect all incoming calls to another telephone number. This service uses a courtesy call so the customer can notify the party at the forward to number that calls are going to be redirected to their number.

Call Forwarding Busy Line - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers line is busy.

Call Forwarding Don*t Answer - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers telephone is not answered within a specified amount of time.

Remote Activation of Call Forwarding - allows the customer to activate or deactivate Call Forwarding Variable from a telephone other than the one to which the service is assigned.

Remote Call Forwarding - automatically redirects all incoming calls to a customers number to a pre-designated number.

Call Waiting Terminating - alerts the customer to an incoming call while the line is in use . The service signals the customer with two separate tones or tone patterns. The customer is able to place the first party on hold while he/she takes the second call. The customer can switch back and forth between the two parties by flashing the switch hook.

Cancel Call Waiting - allows the customer to cancel the Call waiting feature on a call by call basis. This can be done before the customer places a call or during a conversation (if the customer also subscribes to Three Way Calling).

Three Way Conference Calling - allows customers to have a conference call with two other parties at different numbers. With this service the customer can initiate calls to both parties or add another party to an established call.

Speed Calling 30 - allows the subscriber to assign 1 or 2 digit dial codes for telephone numbers and/or access codes. Up to 30 codes can be assigned.

EXCHANGE ACCESS SERVICE

4.9 ISDN/PRI

4.9.1 Description of Service

ISDN PRI service provides a method of access to the telephone network called Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DSI access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's CPE to the Public Circuit Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

ISDN PRI service is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. XMC shall not be responsible if changes in any of the equipment, operations or procedures of XMC utilized in the provision of ISDN PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Individual Case Basis pricing will be available for on-network customers or for customers agreeing to term plans. Busy line verification and Emergency Interrupt service is not available for ISDN PRI services.

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the ISDN PRI service subscriber. Resale of this information is prohibited by this Tariff except the caller's numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS SERVICE

4.9 ISDN/PRI (cont*d)

4.9.1 Description of Service (cont*d)

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DSI*s over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PRI service arrangement with 23 B channels and 1 D channel. Additional ISDN PRI service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PRI service arrangements. Up to nineteen ISDN PRI configured at 24B + 0D may be ordered in conjunction with one 23B + D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DSI arrangements.

4.9.1.1 Application of Rates

ISDN PRI service lines furnished between a Serving Wire Center and the customer*s premises will be charged at rates based on the first miles and each additional mile for the airline distance measured between the customer*s premises and the customer*s Serving Wire Center. ISDN PRI service rates under any Term Payment Plan are exempt from XMC initiated changes for the payment period selected. Rates in effect at the time service is installed and/or of the service order application date, will be applicable until the contract expires. At the expiration date of the customer*s payment period option, the customer may select a new payment period at current rates or revert to current rates on a month-to-month basis. ISDN features are priced at a per channel rate unless otherwise specified.

EXCHANGE ACCESS SERVICE

4.9 ISDN/PRI (cont*d)

4.9.1 Description of Service (cont*d)

4.9.1.2 Service Components

The customer may choose any number of channels, up to twenty-three per Primary Rate Interface, to be active with a corresponding number of services (e.g. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

The required components of ISDN PRI service will be as follows:

Digital Loop Channels
Primary Rate Interface
Primary Rate B Channels
Call-by-Call / Integrated Service Access Feature Capability
Network Access and Usage Charges where applicable

Digital Loop Channels - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF).

Interoffice Channels - Provides for the transmission facilities between XMC servicing wire centers with a LATA.

Primary Rate Interface - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channel also at 64 Kbps. When Non-facility Associated Signaling (NFAS) is ordered, the PRI service can provide up to twenty-four (24) B channels at 64 Kbps.

EXCHANGE ACCESS SERVICE

4.9 ISDN/PRI (cont*d)

4.9.1 Description of Service (cont*d)

4.9.1.2 Service Components (cont*d)

Primary Rate B Channels - Provides circuit switched service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

Call-by-Call / Integrated Service Access Feature Capability - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS SERVICE

4.9 ISDN/PRI (cont*d)

4.9.3 Termination Liability

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number months remaining in the contract times the monthly rate provided under the contract. All end-user federal, state and local taxes and surcharges will be levied at existing tariff rates.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS SERVICE

4.10 Payphone

4.10.1 Description of Service

- A. Product Definition - Access line service for Payphone Service Providers (PSPs) is an exchange line service provided at the request of a subscriber for telecommunications use by the general public.
1. This access line service is provided on a flat rate basis.
 2. This access line service is provided for use with customer-provided noncoin-operated public telephones or customer-provided coin-operated public telephones.
 3. Completion of local message is provided by the Company.
 4. The subscriber shall be responsible for installation, maintenance and operation of customer-provided public telephones used in connection with this service.
 5. Customer-provided public telephones must be connected to the Company network in compliance with Part 68 of the F.C.C. Rules and Regulations.
 6. The service is furnished pursuant to and on the condition that the PSP will adhere to all applicable regulations.
 7. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to provisions of this tariff.
 8. This service is not subject to concessions.
 9. This service may not be suspended at a reduced rate.
 10. Access line service for customer-provided public telephones can not be included on accounts containing other classes of service. A separate account is required for this offering at each location.
 11. The access lines may include an optional screening feature to prevent the operator from allowing toll charges against the subscriber's line. The operator cannot perform coin collecting functions.
 12. The Company is not responsible for refunds of coins deposited in customer-provided coin-operated public telephones.
 13. Customer-provided public telephones may not be attached to other types of access lines, absent express approval of the Company.
 14. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS SERVICE

4.10 Payphone (cont'd)

4.10.1 Description of Service (cont'd)

15. The following public service considerations are applicable to Customer-Provided Public Telephones:

- a. All customer-owned instruments must be registered under Part 68 of the F.C.C. Regulation Program to be connected to the Exchange Network.
- b. The instruments must be able to accommodate the hearing impaired and handicapped persons.
- c. The instruments must be installed in compliance with the National Electrical Safety Code.
- d. There shall be no charge to the end user for Directory Assistance calls dialed (1+411 and 1+555-1212) from a customer-provided public telephone.
- e. Non-chargeable Operator, 911 and 800/888 numbers, must be able to be made without a coin deposit, and with no time limitation.
- f. Emergency numbers, (Operator Assistance and 911) must be clearly posted at each instrument location
- g. Procedures for obtaining a refund from the owner must be clearly posted at each instrument location.
- h. The instrument must have any and all operating instructions posted thereon.
- i. Coins must be returned by the instruments for any incomplete calls.
- j. All repairs shall be performed on the instruments, with a reasonable amount of time, the responsibility of which is place upon the owner of the telephone.
- k. A subscriber must order a separate public access line for each instrument installed and will be billed the tariffed rate for each such access line.
- l. In order to protect the public access line user's right to privacy, the customer-provided instrument must be capable of disabling any extension telephone also on the line during the time the public telephone is in use.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS SERVICE

4.10 Payphone (cont'd)

4.10.1 Description of Service (cont'd)

16. For customers subscribing to Caller ID, if the incoming call originates from a customer-provided public telephone, the name information transmitted will always be "Pay Phone".
17. The instrument must display information on the name, address and telephone number of the person or entity responsible for the payphone where callers can obtain assistance when problems occur with pay telephone service. PSPs shall provide and post on or near the payphone;
 - a. The name and phone number of the owner of the instrument
 - b. A cost free method for reporting complaints and obtaining refunds.
18. Access lines to this service must be dedicated with one line for each station and shall not be connected behind a PBX or other line concentration device.
19. PSPs that provide access to long-distance services shall:
 - a. Allow access to all certified long-distance carriers through 1-700, 1-800, 1-888, 1-950, 10XXX, or 101XXXX dialing. Access to the services of long distance carriers shall not be blocked or intercepted by PSP or traffic aggregators. Such calls shall be routed to the network as dialed by the end user.
 - b. Allow access to Company operators. All "0-" calls and "0+" local calls shall be directed to the incumbent local exchange company.. Such calls shall be routed to the network as dialed by the end user.
 - c. Not accept calling cards for billing purposes if they are unable to validate the call.

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Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS SERVICE

4.10 Payphone (cont'd)

4.10.1 Description of Service (cont'd)

B. Rates and Charges -

1. The Business Flat Rate service monthly rate for the exchange is applicable to PSP access exchange lines.
2. The subscriber is responsible for Directory Assistance service charges.
3. Directory Listings are not available for public telephone access lines.
4. Non-sent paid local calls will be charged to the end users plus the appropriate operator surcharges.
5. Non-sent paid calls into the Expanded Local Calling area (intraLATA) will be charged to the end user plus the appropriate operator surcharges.

C. Special Arrangements

Special Arrangements are available with the approval of the Company

D. Local Calling Area

The local calling area (LCA) is the area in which an end user can make calls and not pay for intraLATA or interLATA charges.

EXCHANGE ACCESS SERVICE

4.10 Payphone (cont'd)

4.10.1 Description of Service(cont'd)

F. Billing

1. XMC will invoice the customer for one Basic Line Charge, one FCC EUCL charge, one Telecom Relay charge, one E911 charge, and any other applicable taxes and surcharges for each Basic PSP line.
2. XMC will invoice for all optional features and all IntraLATA toll usage, where appropriate.
3. Optional Billing Output (currently in testing phase): XMC can provide a customer's invoice on CD-ROM. Customer will be charged a one time setup fee and a monthly recurring charge. Customer may also be charged for any requested development changes to the CD-ROM format.

G. Sales

1. Market Serving Area - The market serving area (MSA) will remain the same for both resale and retail. No sales of payphones which are outside the current MSA will be supported.
2. Dispute Resolution - Account Executives and General Managers will perform account management function and acts as direct interface with the PSP. XMC Customer Care will not provide specialized support of PSPs.

EXCHANGE ACCESS SERVICE

4.11 [Reserved For Future Use]

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS SERVICE

4.11 [Reserved For Future Use]

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Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

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Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
Effective Date: _____
Docket No. _____

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Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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Effective Date: _____
Docket No. _____

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Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

5.0 EXCHANGE ACCESS OPTIONAL FEATURES

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS OPTIONAL FEATURES

5.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the rates set forth in Section 13.10.

6.1.1 Directory Errors or Omissions

Consistent with Section 2.1.4, the Company's liability arising from any and all errors in, omissions or erroneous inclusions of directory listings shall be limited to and satisfied by a refund not exceeding the amount of the directory listing charges for such of the Customer's service as is affected during the period covered by the directory in which the error or omission occurs.

In the event of an error in or omission of a Customer directory listing from the Yellow Pages or White Pages, the Company shall, in addition to the refund, if any, and subject to the limitations provided herein, credit the Customer's basic business telephone charges, with the following credit during the service life of the directory in which the omission occurred:

Credit to Customer: \$1.00 per month

The Company shall not be liable for any act or omission of the Customer or any other company or companies with respect to errors in, omissions or erroneous inclusions of directory listings.

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

EXCHANGE ACCESS OPTIONAL FEATURES

5.2 Main Number Retention

Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS OPTIONAL FEATURES

5.3 Authorization Codes

This option restricts calls from being made unless the correct authorization code is entered. Only customer specified codes will be accepted. The customer then may use these codes to track calling for cost analysis and bill-back purposes. Two options are available

Provisioning Considerations:

Option A: Local calling only/ no operated assisted calls/ No information services, restricts the following:

Operator O +
Operator 0 -
DDD 1+
1+900
1+976
976
IDDD 011+
1+555-1212
1+NPA-555-1212

Option B: No operated assisted calls and information services, restricts the following:

Operator O +
Operator 0 -
1+900
1+976
976
1+555-1212
1+NPA-555-1212

James C. Falvey
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Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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Issue Date: _____
Effective Date: _____
Docket No. _____

EXCHANGE ACCESS OPTIONAL FEATURES

5.4 Vanity Number Service

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

6.0 RESOLD LOCAL EXCHANGE SERVICE

6.1 Description

Resold Local Exchange Service is composed of the resale of services provided by other certificated Local Exchange Carriers. The services described in this tariff will be provided on a resold basis where XMC facilities-based service is not available.

Pricing for XMC services will be identical whether provided on a resold or facilities-basis, unless other wise specified and is contained herein.

XMC reserves the right to determine whether service will be provided on a resold or facilities-basis.

7.0 LOCAL CALLING SERVICE

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

LOCAL CALLING SERVICE

7.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network² bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

- 7.1.1 Basic Local Exchange Service - This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified below.

Market Serving Area	Local Calling Area
Tucson, AZ includes (NXX*s): 232, 254, 255, 256, 260, 262, 265, 266, 268, 232, 222, 224, 241, 242, 243, 244, 245, 246, 247, 248, 272, 277, 282, 284, 727, 764, 765, 766, 767, 768, 841, 842, 843, 844, 845, 846, 848, 851, 853, 923, 924, 925, 237, 271, 275, 291, 292, 293, 294, 296, 298, 299, 323, 332, 830, 837, 855, 872, 875, 878, 880, 881, 883, 884, 888, 889	Includes: Tucson

² Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

8.0 INTRALATA CALLING SERVICE

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

INTRALATA CALLING SERVICE

8.1 Description

IntraLATA calling service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network³ bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling Area but within the same state and LATA. Pricing is contained in Section 13 below.

8.2 Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25)

Discounts apply equally and automatically to total charges for all messages with fractional amounts rounded to the nearest higher cent. Discounts do not apply to Customer dialed calling card, other station or person charges.

³ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

9.0 MISCELLANEOUS SERVICES

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

MISCELLANEOUS SERVICES

91 Operator Services

9.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines. Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Section 13. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified below will apply in addition to any applicable Operator charges.

9.1.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

MISCELLANEOUS SERVICES

9.2 Busy Line Verify and Line Interrupt Service

9.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

9.2.2 Regulations

A) A charge will apply when:

- 1) The operator verifies that the line is busy with a call in progress.
- 2) The operator verifies that the line is available for incoming calls.
- 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

MISCELLANEOUS SERVICES

9.2.2 Busy Line Verify and Line Interrupt Service (Cont'd)

9.2.2 Regulations (Cont'd)

- B) No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- C) Business Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

MISCELLANEOUS SERVICES

9.3 Service Implementation

Absent a promotional offering, service implementation charges will apply to orders to change existing service.

9.4 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-established.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

10.0 SPECIAL ARRANGEMENTS

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

SPECIAL ARRANGEMENTS

10.1 Special Construction

10.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A) non-recurring type charges;
- B) recurring type charges;
- C) termination liabilities; or
- D) combinations thereof.

10.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A) The termination liability period is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts for:

SPECIAL ARRANGEMENTS

10.1 Special Construction (Cont'd)

10.1.2 Termination Liability (Cont'd)

B) (Cont'd)

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (a) equipment and materials provided or used,
- (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights-of-way;
- 2) license preparation, processing, and related fees;
- 3) tariff preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
 - 5) any other identifiable costs related to the specially constructed or rearranged facilities.

C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 10.1.2(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 10.1.2(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

SPECIAL ARRANGEMENTS

10.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

SPECIAL ARRANGEMENTS

10.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11. INBOUND DIRECT LOCAL EXCHANGE SERVICE

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

INBOUND DIRECT LOCAL EXCHANGE SERVICE

11.1 Description

Inbound Direct Local Exchange Service (Inbound Direct) provides basic local exchange customers with a single, voice grade analog channel which can be used to receive one call at a time only. All outbound calls will be blocked at the switch level. Inbound Direct may not be used for outbound service or to serve as a customer's primary service line. A minimum order of 10 lines must be purchased.

The Inbound Direct product will be configured provisioned and priced with the hunting feature included. The hunt feature automatically forwards incoming calls to available lines according to a preprogrammed sequence. With the Inbound Direct line, the lines will be placed in a circular hunt group so all lines will be hunted. Each line, including the last line, will include hunting.

Inbound Direct service applications may include remote database access, data transmission/reception, and inbound customer service. Basic exchange lines are provided with Inbound Direct to connect to customer provided modem or other data communication device for connection to the public switched telephone network.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

OPTIONAL LOCAL EXCHANGE SERVICES

11.2.1 Customer Term Agreement

11.2.2 Description

XMC Customer Term Agreement (CTA) allows Customer to receive discounts on XMC products and services for local exchange or local toll (Local Services). These discounts will be applied to the following products and services:

- **Business Exchange Service**
- **Analog PBX Trunk**
 - DID
 - DOD
 - Combination
- **Digital PBX Trunk**
 - Digital Access Facility
 - DID
 - DOD
 - Combination
- **ISDN**
 - PRI Access Facility
 - ISDN B Channel

The published monthly recurring rates are set forth in Section 13 of this Tariff. Customers that sign up for service for a one (1) year term will receive a three percent (3%) discount from the published monthly recurring rates. Customers that sign up for service for a two (2) year term will receive a seven percent (7%) discount from the published monthly recurring rates. Customers that sign up for service for a three year term will receive a eleven percent (11%) discount from the published monthly recurring rates. The three preceding term options are subject to the termination liability charges set forth in Section 11.2.3.

11.2.3 Termination Fees

A termination liability charge will be applicable for service rate elements provided under a term payment plan, as described in Section 11.2.2 of this Tariff, that are disconnected prior to the end of the chosen service period. The termination liability charge is equal to the difference between XMC tariffed rates and the Term Plan rates, for the remainder of Term Agreement period. If at least six month remain under the Initial Term of the Term Plan, an additional cancellation fee of \$500.00 will be added to the early termination charges. The Customer shall be obligated to pay such fees within thirty (30) days of early termination of this Term Plan.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.4 e.spire LOCAL SERVICE PLUS

e.spire LOCAL SERVICE PLUS is a total package offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. This product is only available to local end user service customers originating on e-spire facilities off its Tuscon, Arizona switch. e-spire Local Service Plus is available under One, Two or Three Year Term Agreements. Each commitment level is available at the Monthly Recurring and Non-recurring rates as specified in Section 13.

11.2.4.1 Product Components:

e.spire Local Service Plus service monthly fee includes Business Exchange Lines, Analog PBX Trunks, and Digital PBX Trunks. The customer may select a combination of the line components of up to 24 potential lines per T-1. Additionally, the following Standard Custom Calling Features are included in the monthly fee:

Hunting	Call Forwarding
Call Waiting	Call Forwarding Busy
3 Way Calling	Call Forwarding Busy No Answer
Speed Dial 8	Call Forwarding Variable

Long Distance Service

Fixed Term Discounts apply to all XMC Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the XMC Arizona End-User Tariff, the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

Toll Free Service

Fixed Term Discounts apply to all XMC Tariff Dial One rates as noted in the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	12%
Two Year	15%
Three Year	20%

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.4 e.spire LOCAL SERVICE PLUS (Cont'd)

11.2.4.2 Expiration of Term Agreement

The customer must notify XMC, in writing, at least 30 days prior to the wxpiration of services to express their desired services beyond the selected Term Agreement. In lieu of written notification, the customer services will renew at the existing Term Agreement level. (i.e., a Two Year Term Agreement will renew to an additional Two Year Agreement.

11.2.4.3 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the e-spire Local Service Plus Term Payment Plan when service is cancelled prior to the end of the chosen Term Agreement. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty percent. The Customer is obligated to pay such charges within thirty (30) days of the date of termination. In the event service is provided via a third party, the Customer is responsible for all cost incurred for such early termination with our service provider.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.5 e.spire LOCAL SERVICE

e.spire LOCAL SERVICE is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. This product is only available to local end users service customers originating on XMC facilities off its Tucson, Arizona switch. e.spire Local Service is available under Month to Month, One Year, Two Year or Three Year Term Agreements. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified in Section 13.

11.2.5.1 Product Components:

Customers receiving e.spire Local Service may select Exchange lines and/or Trunks in a combination of their choice. e.spire Local Service offers two discount plans off e.spire Local Service tariffed monthly recurring line/trunk fees. Additional discounts are available when the Customer subscribes to XMC's Long Distance services for all lines, as noted below.

Fixed Term Line/Trunk Discount

Plan A Discounts: Local switch service customers with out e.spire Long Distance service.

<u>Term Length</u>	<u>Discount</u>
One Year	4 %
Two Year	5 %
Three Year	7 %

Plan B Discounts: Local switch service customers with e.spire Long Distance service on all line/trunks.

<u>Term Length</u>	<u>Discount</u>
One Year	8 %
Two Year	10 %
Three Year	12 %

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.5 e.spire LOCAL SERVICE

11.2.5.2 Long Distance Service:

XMC Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the XMC Arizona End-User Services Price List, the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year 12%
Two Year 15%
Three Year 20%

11.2.5.3 Expiration of Term Agreement

The customer must notify XMC, in writing, at least 30 days prior to the expiration of services to express their desired services beyond the selected term agreement. In lieu of written notification, the customer services will renew under the existing term agreement, i.e. a two year agreement will renew to an additional two year agreement.

11.2.5.4 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the e-spire Local Service term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to: 1) the difference the tariffed monthly rates and the billed e-spire Local Service discounted monthly rates multiplied the number of expired months in the current term agreement, plus 2) the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.5 e.spire LOCAL SERVICE

11.2.5.5 Competitive Features Program

Competitive Feature Program is an additional LOCAL SERVICE Feature which allows for a credit of the monthly recurring charges for the first three Optional Custom Calling Features ordered. There will be an additional credit of half the monthly recurring charge for the fourth and fifth Optional Custom Calling Features ordered. Competitive Feature Program will be billed as a monthly recurring line credit on the customer invoice. The Competitive Feature Program is available only on the following Optional Custom Calling Features:

Anonymous Call Rejection	Three Way Calling
Automatic Call Back	Call Forwarding No Answer
Call Block	Call Transfer
Call Forward Busy	Speed Dial 8
Call Hold	Speed Dial 30
Distinctive Ring	Add'l Path Call Forward
Remote Call Forwarding	Call Forwarding Variable
Automatic Recall	Call Waiting

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.6 **e-spire Local ISDN**

e.spire LOCAL ISDN is a total package product offering consisting of Local services with optional Long Distance service, Toll Free service and custom calling features. This product is only available to local end user customers originating on e-spire facilities off its Tucson, Arizona switch. Internet Service Providers (ISP) will receive inbound traffic only. Non-ISP customers will be provisioned for inbound and outbound traffic. The applicable rates for Outbound Calling for Non-ISP customers are specified in Section 13. Local ISDN is available under Month-To-Month, One Year, Two Year or Three Year Term Agreements. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified in Section 13.

11.2.6.1 Expiration of Term Agreement

The customer must notify XMC, in writing, at least 30 days prior to the expiration of services to express their desired services beyond the selected term agreement. In lieu of written notification, the customer services will renew under the existing term agreement, i.e. a two year agreement will renew to an additional two year agreement.

11.2.6.2 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the e-spire Local ISDN term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

11.2.7 **Incoming FX**

Incoming FX is a foreign exchange service that provides a telephone number out of a foreign central office through the end users local central office. Incoming FX offers customers to receive incoming calls from customers within the LCA included in the foreign exchange's NPA/NXX.

Incoming FX is offered as an optional line coding. Incoming FX will only be made available on DID trunks, Combination trunks, and Combination trunks with DID. Since Incoming FX is not an outbound calling feature, it will not be available on DOD trunks. Incoming FX is available to customers receiving e-spire LOCAL SERVICE PLUS or e-spire LOCAL ISDN.

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.8 Local Advantage Service

Local Advantage Service Term Plan is available to new and existing customers receiving e.spire LOCAL SERVICE PLUS and/or e.spire LOCAL ISDN Commercial End User (CEU). Local Advantage Service Term Plan was previously introduced as e.spire LOCAL SERVICE PLUS. Local Advantage Service Term Plan is designed to encourage prospects and existing customers to purchase e.spire Long Distance. The long distance usage will generate credits that will be applied to the customer's Local Service*. The higher the long distance net revenue, the higher the monthly credits for Local Service*.

New and Existing Customer's will receive Local Service monthly credits on up to 4 e.spire LOCAL SERVICE PLUS / LOCAL ISDN Commercial End User T-1's, DID Trunk Termination and DID Blocks. The Local Service monthly credits are based on the sliding scale net Long Distance (Interstate, Intralata, Intrastate, International, Toll Free & Calling Card) usage per month, for the length of the LOCAL SERVICE PLUS/LOCAL ISDN Commercial End User Agreement.

<u>Net Monthly Long Distance Revenue</u>	<u>Maximum Local Services Monthly Charges Waived</u>
\$2,500.00 - \$4,999.99	1 LOCAL SERVICE PLUS
\$5,000.00 - \$7,499.99	1 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS
\$7,500.00 - \$9,999.99	2 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS
\$10,000.00 - \$12,499.99	3 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS
\$12,500.00 or more	4 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS

Existing e.spire LOCAL SERVICE PLUS /LOCAL ISDN CEU customers must renew at equal to or greater than the length of their existing contract with the attached Local Advantage Addendum. Existing customers who increase or decrease the number of LOCAL SERVICE PLUS's must have their account updated.

* - Includes e.spire LOCAL SERVICE PLUS, LOCAL ISDN CEU (ONLY), base component, DID Trunk Termination and DID Blocks. Initial Install Waiver Program will be honored on NRC costs. Excludes all optional features, line coding, EUCL, additional service fees, surcharges and taxes.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.8 Local Advantage Service (Cont'd)

All other terms and conditions, of e-spire's existing e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN CEU agreements, not expressly modified in the customer's Addendum remain unchanged and in full force and effect.

11.2.8.1 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the Local Advantage Service term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the corresponding Term agreement. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.9 e.spire VOICE INTERNET PACK

e.spire VOICE INTERNET PACK is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features and Integrated 256kb Internet. Each pack will receive EZ LD minute of usage allowance. This product is only available to local end user service customers originating on XMC facilities off its Tucson, Arizona switch. e.spire Voice Internet Pack is available under One, Two or Three Year Term Agreements. Each commitment level is available at the Monthly Recurring and Non-recurring rates as specified below.

11.2.9.1 Line Components:

e.spire Voice Internet Pack service monthly fee includes DS1 Access facility with Business Exchange Lines, and Digital PBX Trunks. The customers may select a combination of the line components of up to 24 potential lines per DS1 in accordance with the VIP plan. Additionally, the following Standard Custom Calling Features are included in the monthly fee:

Hunting	Call Forwarding
Call Waiting	Call Forwarding Busy
3 Way Calling	Call Forwarding No Answer
Speed Dial 8	

11.2.9.2 Long Distance Service

e.spire Voice Internet Pack customers will receive the EZ LD rates for all XMC Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the XMC Arizona General Services Tariff, the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1. Interstate Services Tariff.

International rates will receive the following Fixed Term Discounts for all XMC Tariff Dial One International rates as noted respectively in the XMC Arizona General Services Tariff, the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.9 e.spire VOICE INTERNET PACK

11.2.9.3 Toll Free Service

e-spire Voice Internet Pack customers will receive the EZ LD rates for all XMC Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the XMC Arizona General Services Tariff, the XMC Arizona Inter exchange Services Tariff and the XMC FCC No. 1. Interstate Services Tariff.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

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1(888)398-2274 or 301-617-4200

Arizona No. 1
Original Page 110

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.10 Voice Services Term Plan Program

e-spire Voice Services Term Plan Program provides additional savings for customers committing to a long-term relationship with e-spire. This program offers credit for one-month of service at the tariffed rate to new Local Service Plus and Local ISDN-CEU end users when they contract for a one-year and two year term commitment. End users committing to three year term contracts will receive credit for two-month of service at the tariffed rate. This program is not exclusively limited to customers that commit to one-year term plans, but all term plan offerings. The table below identifies the amount of credit and distribution for each term plan commitment.

<u>Term Commitment</u>	<u>Credit</u>	<u>Credit Distribution*</u>
1 year term commitment	1 month credit	5 th month following install
2 year term commitment	1 month credit	1 st month following install
3 year term commitment	2 months credit	1 st & 13 th month following install

* Credits issued for the first month may be split between the first and second months invoice dependent on the date of install.

- e-spire Voice Services Term Plan Program is available to new e-spire Local Service Plus and Local ISDN-CEU end users.
- The terms of this Program will not be applicable for end users that terminate their contracts during the first 90 days of service.
- End Users who terminate their contract at any point during the term plan will be required to reimburse e-spire with the full credited amount under this program in addition to early termination penalties.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.11 EZ LD Service

The EZ LD service is available to new and existing Local Service, Local Service Plus or Local ISDN CEU customers. The EZ LD service allows customers to enjoy a single rate for certain long distance traffic, provided the customer meets certain usage requirements. New Local Service, Local Service Plus or Local ISDN CEU customers must sign a service agreement for at least a 12-month term. However, for current e-spire customers, the term commitment shall be no less than the remaining term of the current Required Product if the remaining term is greater than one (1) year.

If a customer elects to receive the EZ LD service, the new service will be incorporated into the terms of the existing Required Product agreement, such that both services will expire concurrently. Notwithstanding, EZ LD cannot be added unless there is at least one year remaining under the existing agreement or both agreements are extended to provide service for at least a one-year term.

The EZ LD product rate is based on 3 factors:

1. Usage pattern – Customer's intrastate traffic shall not exceed 30% of total EZ LD traffic to qualify for the rates specified below.
2. EZ LD Service term period (1,2, or 3 years)
3. Customer's prior usage level in which their intrastate traffic does not exceed 30% of total EZ LD traffic.

e-spire EZ LD product rate guidelines

Term Period	Previous LD usage		
	<u>Up to \$100.00</u>	<u>\$101 - \$300</u>	<u>over \$301</u>
1 year	\$0.055	\$0.055	\$0.049
2 year	\$0.055	\$0.049	\$0.045
3 year	\$0.049	\$0.045	\$0.045

Under the following circumstances, an EZ LD rate can be provided to customers exceeding the 30% intrastate usage limitation:

-- **Intrastate Usage between 30% and 50%.** Customers with intrastate usage between 30% and 50% of total EZ LD usage may be offered an EZ LD rate of \$.055.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

11.2 OPTIONAL LOCAL EXCHANGE SERVICES

11.2.11 EZ LD Service (Cont'd)

11.2.11.1 **EZ LD Conditions for service**

EZ LD customer's intrastate long distance traffic shall not exceed the percentage of their total EZ LD traffic, as specified above. In the event their traffic exceed the allowed intrastate usage in two billing months in any 12-month period, e-spire reserves the right to re-rate those months intrastate minutes to \$.08 per intrastate minute or to charge \$.08 per intrastate minute for the intrastate usage in any additional month, in which the customer's traffic exceed the 50% limit.

11.2.11.2 **Early Termination Penalty**

Withstanding anything to the contrary in article 4 of the Agreement, if the customer decide to terminate the EZ LD Service before the end of the term, the customer will be charged an early termination penalty equal to 4 months of average usage. The customer's average usage will be calculated based on the average of the last two full months of usage. In the event the EZ LD agreement is terminated before two full months of service, the average usage will be calculated based on the customer's actual usage to date.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

12.0 APPLICATION OF RATES

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

APPLICATION OF RATES

12.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

12.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

APPLICATION OF RATES

12.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

APPLICATION OF RATES

12.3 Rates Based Upon Distance (Cont'd)

B) The airline distance between any two rate centers is determined as follows:

- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the Bellcore Local Exchange Routing Guide referenced in Section 3.3(A).
- 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

Services Description and Pricing Location Table

Service	Description Location	Pricing Location
Basic Exchange Line Service	4.2	13.1
PBX (Basic Exchange) Trunk Service	4.6	13.2
Digital PBX (Basic Exchange) Trunk Service	4.7	13.3
DID Trunk Service	4.8	13.4
Hunt/Grouping Service	4.9	13.5
CLASS (Custom Local Area Signaling Service) Features	4.10	13.6
Business Custom Services (BCS)	4.11	13.7
ISDN/PRI	4.12	13.8
Directory Listings	5.1	13.9
Main Number Retention	5.2	13.10
Authorization Codes	5.3	13.11
Vanity Numbers	5.4	13.12
IntraLATA Calling Service	8.0, 8.1, 8.2	13.13
Mobile Services Interconnection Rates	(not in tariff)	13.14
Operator Services	9.1	13.15
Busy Line Verify and Busy Line Interrupt Service	9.2	13.16
Service Implementation Changes for changing Existing Services	9.3	13.17
Restoration of Services	9.4	13.18
Inbound Direct Local Exchange Service	11.0	13.19

The rates set forth below are both the maximum rate and the initial rate XMC intends to charge for the service.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.1 Basic Exchange Line Service^{††}

	Non-Recurring	Monthly Recurring
Basic Local Exchange Service Per Trunk	\$50.00	\$29.50

13.2 PBX (Basic Exchange) Trunk Service^{††}

	Non- Recurring	Monthly Recurring
Basic Local Exchange Trunk Service		
DID PBX Trunk	\$95.54	\$74.65
DOD PBX Trunk	\$50.54	\$34.65
2Way PBX Trunk w/o DID	\$50.54	\$34.65
2Way PBX Trunk w/DID	\$95.54	\$74.65
2Way PBX Trunk (4 Wire)	\$59.40	\$69.75

13.3 Digital PBX (Basic Exchange) Trunk Service^{††}

Digital PBX Trunk Pricing	Non-Recurring	Monthly
Digital PBX Channel Charge	\$810.00	\$135.00
Digital DID PBX Trunk	\$80.10	\$67.00
Digital DOD PBX Trunk	\$35.10	\$27.00
Digital 2Way PBX Trunk w/DID	\$80.10	\$67.00
Digital 2Way PBX Trunk w/o DID	\$35.10	\$27.00

^{††} - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e-spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.4 DID Trunk Service^{††}

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

DID Trunk Service	Non-Recurring	Monthly Charge
Each additional block of 20	\$18.00	\$2.50
DID trunk termination (inward/combo)	\$45.00	\$40.00
DID- Each Number, Non-sequential	\$0.90	\$0.14

13.5 Hunt/Grouping Service^{††}

Pricing	
Non-Recurring	\$11.00
Recurring (monthly)	\$6.00

13.6 CLASS (Custom Local Area Signaling Service) Features^{††}

	Non-Recurring	Monthly
Anonymous Call Rejection (N)	\$11.00	\$4.50
Automatic Call Back	\$11.00	\$2.70
Automatic Recall	\$11.00	\$3.15
Call Block	\$11.00	\$4.00
Call Selector	\$11.00	\$3.50
Call Tracing	\$11.00	\$6.00
Call Transfer	\$11.00	\$6.00
Caller ID Name Delivery	\$11.00	\$7.10
Caller ID Number Delivery	\$11.00	\$6.75
Directory Number Privacy	No Charge	No Charge
Preferred Call Forwarding	\$11.00	\$3.50

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e-spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.7 Business Custom Services (BCS)^{††}

Non-Recurring	
All BCS Features	\$11.00
Monthly Recurring	
Call Forwarding Variable	\$4.80
Call Forwarding Busy Line	\$3.00
Call Forwarding Don*t Answer	\$4.00
Call Forwarding Don=t Answer/Busy Line	\$5.00
Remote Activation of CFV	\$4.00
Remote Call Forwarding	\$4.00
Call Waiting Terminating	\$7.50
Three Way Conference Calling	\$4.00
Speed Calling 30	\$4.50
3-Way Calling/Call Transfer	\$5.00
Hunting	\$6.00

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e-spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.8 ISDN/PRI^{††}

Element	Install	Monthly
Primary Rate Interface		
PRI B Channels (per channel) Data Only	\$34.00	\$22.50
PRI B Channels (per channel) Voice Only	\$34.00	\$27.00
PRI Service (per DS1)	\$1700.00	\$495.00
Transport (per DS1)	\$800.00	\$135.00
Optional Features [No Pricing]		
Incoming Call Identification		
1-8 services		
9-15 services		
16 or more services		
DID Service		
DID Trunk Termination (inward)	\$45.00	\$40.00
First Block 20 DID Numbers	\$18.00	\$2.50
Service Establishment Charge	n/c	n/c

^{††} - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e-spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.9 Directory Listings^{††}

	Non-Recurring	Monthly Recurring
Each Additional Listing	N/A	\$1.75
Non List Number (T)	\$22.00	\$1.80
Non-Published Number	\$22.00	\$1.45

13.10 Main Number Retention^{††}

Rates	Non- Recurring	Monthly Recurring
per retained number	n/c	n/c
per retained vanity number	n/c	n/c

13.11 Authorization Codes^{††}

Non-Recurring		
Authorization Codes		
Option A	Business Line, ea.	\$27.50
Option A	PBX Trunk, ea.	\$27.50
Option B	Business Line, ea.	\$27.50
Option B	PBX Trunk, ea.	\$27.50
Monthly Recurring		
Authorization Codes		
Option A	Business Line, ea.	\$5.00
Option A	PBX Trunk, ea.	\$5.00
Option B	Business Line, ea.	\$5.00
Option B	PBX Trunk, ea.	\$5.00

13.12 Vanity Numbers^{††}

Rates	Non-Recurring	Monthly Recurring
Per Vanity Number	n/c	n/c

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James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
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Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.13 IntraLATA Calling Service^{††}

	Rate for Initial 6 Second	Rate per Additional 6 Seconds
Day	\$0.0099	\$0.0099
Night	\$0.0099	\$0.0099

13.14 Mobile Services Interconnection Rates^{††}:

Cost Element Per Minute	Access Rate Per Minute of Use
Rate Per Conversation Minute	n/c
Switching	\$0.033360
Transport (per mile bends)	
0-1	\$0.005820
Over 1-8	\$0.012100
Over 8-16	\$0.013500
Over 16-25	\$0.040200
Over 25-50	\$0.041700
Over 50-100	\$0.043600
Over 100	\$0.045700

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Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.15 Operator Services^{††}

Note that usage charges and surcharges, busy line verification and interrupt, or directory assistance surcharges apply in addition to operator charges

Station-to-Station	\$1.30/call
Calling Card	\$0.50/call
3rd Number Billing	\$0.75/call
Collect Calls	\$0.75/call
Person-to-Person	\$3.50/call

13.16 Busy Line Verify and Busy Line Interrupt Service^{††}

Busy Line Verify Service (each request)	\$1.50
Busy Line Verify and Busy Line Interrupt Service (each request)	\$3.00

13.17 Service Implementation Changes for Changing Existing Services^{††}

Non-Recurring \$22.00 per service order

13.18 Restoration of Services^{††}

Non-Recurring per occasion	\$55.00
Charge per telephone number restored	n/c

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James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.19 Inbound Direct Local Exchange Service^{††}

Inbound Direct (Inbound only line + hunting)	Recurring per line, per month	Non- Recurring
Tucson, AZ	\$28.50	\$62.00

13.19.1 On-Network Pricing Discount

For customers with facilities residing on the XMC network, discounts of 5% to 25% may be available on an individual case basis.

13.19.2 Term Contract and Penalty

If the customer and the Company agree to a term (multi-month) contract, the customer is bound to fulfill all terms and conditions of the contract. If the customer wishes to cancel service with the Company prior to the expiration of the contract, the customer will be billed and obligated to pay the full value of the remainder of the contract the value of which will be based on remaining months 0-multiplied by the average of all prior monthly bills.

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Xspedius Management Co., LLC
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Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.20 Pay Phone^{††}:

	Non Recurring	Monthly Recurring
Pay Phone Flat Rate:		
Two-way Service with Touch Tone and International Block:	\$50.40	\$41.90
Outgoing with Touch Tone and International Call Block:	\$50.40	\$41.90
Options:		
Pay Phone Change Charge :	\$24.75	\$0.00
Fraud Protection One-way Incoming line	\$13.50	\$0.00
Fraud Protection Outgoing, per line	\$13.50	\$2.25
Fraud Protection Incoming and Outgoing, per line	\$13.50	\$2.25

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Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
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Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.21 [Reserved For Future Use]

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.22 e:spire LOCAL SERVICE PLUS

<u>Length of Contract</u>	<u>Monthly</u>	<u>Non-recurring</u>
One Year	\$800.00	\$1,250.00
Two Year	\$775.00	\$1,000.00
Three Year	\$725.00	\$ 750.00

Additional charges will apply for the following components:

<u>DID Termination Charges:</u>	<u>Monthly</u>
DID Trunk Termination	\$10.00

<u>DID Number:</u>	<u>Monthly</u>
1 st Block of 20 DID numbers	\$ 5.00
DID each additional block of 20 up to 500 numbers	\$ 2.50
DID 500 + each additional block of 100 numbers	\$50.00

<u>Optional Custom Calling Features:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Custom Calling Features		\$10.00
Anonymous Call Rejection	\$ 2.50	
Automatic Call Back	\$ 2.50	
Automatic Recall (per Occurrence)	\$ 2.50	
** Automatic Call Back (per occurrence)	\$ 0.75	
** Automatic Recall (per occurrence)	\$ 0.75	
Call Block	\$ 2.50	
Call Hold	\$ 2.50	
Call Pick Up	\$ 2.50	
Call Transfer	\$ 2.50	
Caller ID w/Name & Number	\$ 7.50	
Caller ID w/Number	\$ 5.00	
Code Restriction	\$ 2.50	
Distinctive Ringing	\$ 2.50	
Remote Activation of Call forward	\$ 2.50	
Remote Call Forwarding	\$15.00	
Remote Call Forwarding Additional path	\$15.00	
Speed Dialing 30	\$ 2.50	
XMC Auto Attendant (per mailbox)	\$ 7.95	
(9 or fewer mailboxes)		\$50.00
(10 or more mailboxes)		\$95.00
XMC Fax Overflow	\$14.95	
XMC Voice Mail (per mailbox)	\$ 6.95	
XMC Voice Mail Pager Plus	\$ 9.95	

*Non-recurring charges waived if features ordered upon initial installation of e:spire LOCAL SERVICE PLUS.

** Per occurrence rate applies when customer opts not to purchase the monthly rate.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.22 e-spire LOCAL SERVICE PLUS (Cont'd)

Ancillary Services

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	\$ 0.00
Non-listed	\$ 1.50
Non-published	\$ 3.00
Additional listing	\$ 2.00
Toll Free Directory Assistance listing	\$15.00

<u>Vanity Number</u>	<u>Monthly</u>
Vanity number, per number	\$10.00

<u>Operator Assisted Calling, per occurrence</u>	<u>Monthly</u>
Station to Station	\$1.30
Calling Card	\$0.50
3 rd Number	\$0.75
Collect Call	\$0.75
Person to Person	\$3.50

<u>Directory Assistance</u>	<u>Per Call</u>
Call Allowance	2 calls
Each additional Directory Assistance call	\$0.50
Call Completion	\$0.35
Long Distance Directory Assistance	\$0.85
Long Distance Directory Assistance with call completion	\$0.50

<u>Busy Line Verification</u>	<u>Per Request</u>
Verification Request	\$1.50
Emergency Interrupt Request (in addition to Verification Request)	\$3.00

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Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.22 e-spire LOCAL SERVICE PLUS (Cont'd)

Moves/Adds/Changes (MACS)

One Time Non-recurring

Add Additional Lines or Trunks, per order \$ 50.00

Add DID Trunk Termination, per order \$ 50.00

Change to CSR, record purpose, per order \$ 20.00

Add Additional Custom Calling Features, per order \$ 10.00

Add XMC Auto Attendant

(9 or fewer mailboxes) \$50.00

(10 or more mailboxes) \$95.00

Move Service Location, per order

Charges in Section 13.17

apply

PIC Change, per line \$ 5.00

Reconfiguration Charge, per order without
customer premise visit. \$ 50.00

Reconfiguration Charge, per order with
customer premise visit. \$250.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
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Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.23 LOCAL SERVICE Rates – Flat Rate Service

<u>Month to Month</u>	<u>Monthly</u>	<u>Non-recurring</u>
Business Exchange Lines 1 st line	\$29.00	\$50.00
Each additional line	\$29.00	\$15.00
PBX DOD Trunk	\$34.00	\$50.00
Each additional line	\$34.00	
PBX DID Trunk	\$34.00	\$50.00
Each additional line	\$34.00	\$15.00
PBX Combination Trunk	\$34.00	\$50.00
Each additional line	\$34.00	\$15.00
<u>DID Termination Charges:</u>		<u>Monthly</u>
DID Trunk Termination		\$15.00
<u>DID Number:</u>		<u>Monthly</u>
1 st Block of 20 DID numbers		\$ 5.00
DID each additional block of 20 up to 500 numbers		\$ 2.50
DID 500 + each additional block of 100 numbers		\$50.00
<u>Hunting Service:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Hunting	\$ 4.00	\$ 0.00

13.0 RATES FOR SERVICES

13.23 e.spire LOCAL SERVICE (Cont'd)

<u>Optional Custom Calling Features:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Custom Calling Features		\$10.00
Anonymous Call Rejection	\$ 3.00	
Automatic Call Back (per Occurrence)	\$ 0.75	
Automatic Recall (per Occurrence)	\$ 0.75	
Automatic Call Back	\$ 3.00	
Automatic Recall (per Occurrence)	\$ 3.00	
Call Block	\$ 3.00	
Call Forwarding	\$ 3.00	
Call Forwarding Busy	\$ 3.00	
Call Forwarding No Answer	\$ 3.00	
Call Forwarding Variable	\$ 3.00	
Call Hold	\$ 3.00	
Call Pick Up	\$ 3.00	
Call Transfer	\$ 3.00	
Call Trace	\$ 3.00	
Call Waiting	\$ 3.00	
Caller ID w/Name & Number	\$ 7.50	
Caller ID w/Number	\$ 5.00	
Code Restriction	\$ 3.00	
Distinctive Ringing	\$ 3.00	
Remote Activation of Call forward	\$ 3.00	
Remote Call Forwarding	\$15.00	
Remote Call Forwarding Additional path	\$15.00	
Speed Dial 8	\$ 3.00	
Speed Dialing 30	\$ 3.00	
3 Way Calling	\$ 3.00	
e.spire Auto Attendant (per mailbox)	\$ 7.95	
(9 or fewer mailboxes)		\$50.00
(10 or more mailboxes)		\$95.00
e.spire Fax Overflow	\$14.95	
e.spire Voice Mail (per mailbox)	\$ 6.95	
e.spire Voice Mail Pager Plus	\$ 9.95	

*Non-recurring charges waived if features ordered upon initial installation of e.spire LOCAL SERVICE.

** Per occurrence rate applies when customer opts not to purchase the monthly rate.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.23 e-spire LOCAL SERVICE (Cont'd)

Toll Free Service

	<u>Monthly</u>	<u>Non-Recurring</u>
Toll Free Number	\$ 1.00	\$ 0.00
Toll Free Directory Assistance Listing. per number	\$15.00	\$ 0.00

Fixed Term Discounts apply to all XMC Tariff Dial One rates as noted in the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	12%
Two Year	15%
Three Year	20%

Ancillary Services

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	\$ 0.00
Non-listed	\$ 1.50
Non-published	\$ 3.00
Additional listing	\$ 2.00
Toll Free Directory Assistance listing	\$15.00

<u>Vanity Number</u>	<u>Monthly</u>
Vanity number, per number	\$10.00

<u>Operator Assisted Calling, per occurrence</u>	<u>Monthly</u>
Station to Station	\$1.30
Calling Card	\$0.50
3 rd Number	\$0.75
Collect Call	\$0.75
Person to Person	\$3.50

<u>Directory Assistance</u>	<u>Per Call</u>
Call Allowance	2 calls
Each additional Directory Assistance call	\$0.50
Call Completion	\$0.35
Long Distance Directory Assistance	\$0.85
Long Distance Directory Assistance with call completion	\$0.50

<u>Busy Line Verification</u>	<u>Per Request</u>
Verification Request	\$1.50
Emergency Interrupt Request (in addition to Verification Request)	\$3.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

RATES FOR SERVICES

13.23 e-spire LOCAL SERVICE (Cont'd)

Moves/Adds/Changes (MACS)

Add Additional Lines or Trunks, per order
Add DID Trunk Termination, per order
Change to CSR , record purpose, per order
Add Additional Custom Calling Features, per order
Add E.SPIRE Auto Attendant

One Time Non-recurring

\$ 50.00
\$ 50.00
\$ 20.00
\$ 10.00
\$50.00 (9 or fewer mailboxes)
\$95.00 (10 or more mailboxes)

Move Service Location, per order

Installation Charges in the
Arizona End-User Services
Price List apply

PIC Change, per line
Reconfiguration Charge, per order without
customer premise visit.
Reconfiguration Charge, per order with
customer premise visit.

\$ 5.00
\$ 50.00
\$250.00

130 RATES FOR SERVICES

13.24 e-spire Local ISDN

LOCAL ISDN Rates

	<u>Monthly</u>	<u>Non-recurring</u>
<u>Month to Month</u>		
ISDN PRI Access Facility, 23B+D Channels	\$1,050.00	\$1,250.00
<u>1 Year Term</u>		
ISDN PRI Access Facility, 23 B+D Channels	\$ 900.00	\$1,250.00
<u>2 Year Term</u>		
ISDN PRI Access Facility, 23 B+D Channels	\$ 750.00	\$1,000.00
<u>3 Year Term</u>		
ISDN PRI Access Facility, 23 B+D Channels	\$ 700.00	\$ 750.00
<u>DID Termination Charges:</u>	<u>Monthly</u>	
DID Trunk Termination, per Trunk Group	\$10.00	
<u>DID Number:</u>	<u>Monthly</u>	
1 st Block of 20 DID numbers	\$ 5.00	
DID each additional block of 20 up to 500 numbers	\$ 2.50	
DID 500 + each additional block of 100 numbers	\$50.00	

<u>Hunting Service:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Hunting	\$ 0.00	\$ 0.00

13.24.1 Optional Services

<u>Optional Custom Calling Features:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Caller ID w/Name & Number	\$ 150.00	\$ 0.00
Caller ID w/Number Only	\$ 75.00	\$ 0.00
Call by Call	\$ 50.00	\$ 0.00
Outbound Calling for Non-ISP's	\$ 100.00	\$ 0.00

Long Distance Service e. spire Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the XMC Arizona End-User Services Price List, the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.24 e-spire Local ISDN

13.24.1 Optional Services

<u>Toll Free Service</u>	<u>Monthly</u>	<u>Non-Recurring</u>
Toll Free Number	\$ 1.00	\$ 0.00
Toll Free Directory Assistance Listing. per number	\$15.00	\$ 0.00

Fixed Term Discounts apply to all XMC Tariff Dial One rates as noted in the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	12%
Two Year	15%
Three Year	20%

Ancillary Services:

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	\$ 0.00
Non-listed	\$ 1.50
Non-published	\$ 3.00
Additional listing	\$ 2.00
Toll Free Directory Assistance listing	\$15.00

<u>Vanity Number</u>	<u>Monthly</u>
Vanity number, per number	\$10.00

<u>Operator Assisted Calling, per occurrence</u>	<u>Monthly</u>
Station to Station	\$1.30
Calling Card	\$0.50
3 rd Number	\$0.75
Collect Call	\$0.75
Person to Person	\$3.50

<u>Directory Assistance</u>	<u>Per Call</u>
Call Allowance	2 calls
Each additional Directory Assistance call	\$0.50
Call Completion	\$0.35
Long Distance Directory Assistance	\$0.85
Long Distance Directory Assistance with call completion	\$0.50

<u>Busy Line Verification</u>	<u>Per Request</u>
Verification Request	\$1.50
Emergency Interrupt Request (in addition to Verification Request)	\$3.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.24 e-spire Local ISDN

13.24.1 Optional Services

Moves/Adds/Changes (MACS)	<u>One Time Non-recurring</u>
Add DID Trunk Termination, per order	\$ 50.00
Change to CSR , record purpose, per order	\$ 20.00
Add Additional Custom Calling Features, per order	\$ 10.00
Move Service Location, per order	Installation Charges in the Arizona End-User Services Price List apply
PIC Change, per line	\$ 5.00
Reconfiguration Charge, per order without customer premise visit.	\$ 50.00
Reconfiguration Charge, per order with customer premise visit.	250.00

13.25 Incoming FX

	<u>Non Recurring</u>	<u>Monthly</u>
e-spire LOCAL SERVICE PLUS	\$ 10.00	\$100.00
e-spire LOCAL ISDN- Non ISP's	\$ 10.00	\$100.00
e-spire LOCAL ISDN- ISP's	\$ 10.00	\$200.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.26 e.spire VOICE INTERNET PACK

e.spire Voice Internet Pack Pricing:

<u>Length of Contract</u>	<u>Monthly Discount %</u>	<u>NRC Discount %</u>
One Year	0 %	0%
Two Year	10 %	100%
Three Year	15 %	100%

<u>Voice Internet Pack</u>	<u>Monthly</u>	<u>Non-recurring*</u>	<u>EZ LD Allowance</u>
VIP 4 through 44		\$250.00	
VIP 4	\$ 551.00		1000 MOU
VIP 5	\$ 589.00		1250 MOU
VIP 6	\$ 624.00		1500 MOU
VIP 7	\$ 660.00		1750 MOU
VIP 8	\$ 696.00		2000 MOU
VIP 9	\$ 733.00		2250 MOU
VIP 10	\$ 770.00		2500 MOU
VIP 11	\$ 792.00		2750 MOU
VIP 12	\$ 822.00		3000 MOU
VIP 13	\$ 851.00		3250 MOU
VIP 14	\$ 881.00		3500 MOU
VIP 15	\$ 921.00		3750 MOU
VIP 16	\$ 950.00		4000 MOU
VIP 17	\$ 990.00		4250 MOU
VIP 18	\$1,020.00		4500 MOU
VIP 19	\$1,050.00		4750 MOU
VIP 20	\$1,080.00		5000 MOU
VIP 21	\$1,110.00		5250 MOU
VIP 22	\$1,140.00		5500 MOU
VIP 23	\$1,170.00		5750 MOU
VIP 24	\$1,200.00		6000 MOU
VIP 25	\$1,240.00		6250 MOU

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.26 e.spire VOICE INTERNET PACK (Cont'd)

e.spire Voice Internet Pack Pricing (cont'd)

<u>Voice Internet Pack</u>	<u>Monthly</u>	<u>Non-recurring</u>	<u>EZ LD Allowance</u>
VIP 26	\$1,270.00		6500 MOU
VIP 27	\$1,300.00		6750 MOU
VIP 28	\$1,330.00		7000 MOU
VIP 29	\$1,360.00		7250 MOU
VIP 30	\$1,390.00		7500 MOU
VIP 31	\$1,434.00		7750 MOU
VIP 32	\$1,465.00		8000 MOU
VIP 33	\$1,495.00		8250 MOU
VIP 34	\$1,525.00		8500 MOU
VIP 35	\$1,566.00		8750 MOU
VIP 36	\$1,596.00		9000 MOU
VIP 37	\$1,626.00		9250 MOU
VIP 38	\$1,656.00		9500 MOU
VIP 39	\$1,687.00		9750 MOU
VIP 40	\$1,734.00		10,000 MOU
VIP 41	\$1,765.00		10,250 MOU
VIP 42	\$1,813.00		10,500 MOU
VIP 43	\$1,844.00		10,750 MOU
VIP 44	\$1,893.00		11,000 MOU

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.26 e.spire VOICE INTERNET PACK (Cont'd)

13.26.1 Line Components

e.spire Voice Internet Pack service monthly fee includes PRI Access facility with PRI Trunks. The customers may select a combination of the trunk components of up to 24 potential lines per PRI in accordance with the VIP plan. Additionally, the following Standard Custom Calling Feature are included in the monthly fee:

Hunting

Additional charges will apply for the following components:

DID Termination Charges:

Monthly

DID Trunk Termination, per pack

\$50.00

DID Number:

Monthly

1st Block of 20 DID numbers

\$ 5.00

DID each additional block of 20 up to 500 numbers

\$ 2.50

DID 500 + each additional block of 100 numbers

\$50.00

DS1 Optional Custom Calling Features:

Monthly

Non-Recurring*

Custom Calling Features

\$10.00

Anonymous Call Rejection

\$ 2.50

Automatic Call Back

\$ 2.50

Automatic Recall

\$ 2.50

Call Block

\$ 2.50

Call Hold

\$ 2.50

Call Transfer

\$ 2.50

Caller ID w/Name & Number

\$ 7.50

Caller ID w/Number

\$ 5.00

Code Restriction

\$ 2.50

Distinctive Ringing

\$ 2.50

Remote Activation of Call forward

\$ 2.50

Remote Call Forwarding

\$15.00

Remote Call Forwarding Additional path

\$15.00

Speed Dialing 30

\$ 2.50

Toll Restriction

\$ 2.50

e.spire Enhanced Voice Messaging (per mailbox)

\$ 7.95

(9 or fewer mailboxes)

\$50.00

(10 or more mailboxes)

\$95.00

e.spire Fax Overflow

\$14.95

e.spire Voice Mail (per mailbox)

\$ 6.95

e.spire Voice Mail Pager Plus

\$ 9.95

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
Effective Date: _____
Docket No. _____

*Non-recurring charges waived if features ordered upon initial installation of e.spire VOICE INTERNET PACK.

13.0 RATES FOR SERVICES

13.26 e.spire VOICE INTERNET PACK (Cont'd)

13.26.1 Line Components (cont'd):

<u>PRI Optional Custom Calling Features:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Custom Calling Features		\$10.00
Call by Call, per pack	\$ 50.00	
Caller ID w/ Name & Number, pack	\$150.00	
Caller ID w/ Number, pack	\$ 50.00	

13.26.2 Ancillary Services

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	\$ 0.00
Non-listed	\$ 1.50
Non-published	\$ 3.00
Additional listing	\$ 2.00
Toll Free Directory Assistance listing	\$15.00

<u>Vanity Number</u>	<u>Monthly</u>
Vanity number, per number	\$10.00

<u>Operator Assisted Calling, per occurrence</u>	<u>Monthly</u>
Station to Station	\$1.30
Calling Card	\$0.50
3 rd Number	\$0.75
Collect Call	\$0.75
Person to Person	\$3.50

<u>Directory Assistance</u>	<u>Per Call</u>
Call Allowance	2 calls
Each additional Directory Assistance call	\$0.50
Call Completion	\$0.35
Long Distance Directory Assistance	\$0.85
Long Distance Directory Assistance with call completion	\$0.50

<u>Busy Line Verification</u>	<u>Per Request</u>
Verification Request	\$1.50

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

13.0 RATES FOR SERVICES

13.26 e.spire VOICE INTERNET PACK (Cont'd)

13.26.5 Moves/Adds/Changes (MACS)

Moves/Adds/Changes (MACS)	One Time Non-recurring
VIP Installation	\$250.00, per bundle
Change to Upgrade VIP, without premises visit	\$50.00, per bundle
Change to Upgrade VIP, with premises visit	\$250.00 per bundle
Change to Upgrade Internet Access speed	\$50.00,per ckt
Change to add DID Trunk Termination	\$50.00, per order
Change to add Voice feature	\$10.00, per order
Change to CSR	\$20.00 per order
Change to add PRI feature	\$10.00 per order
Change to add Newsfeed	\$10.00 per ckt
Change to add Primary DNS	\$25.00 per ckt
Change to add Optional Calling Plans (LATAwide, EAS, Corridor...)	\$10.00 per ckt
PIC change	\$5.00 per WTN
Voice Mail installation	\$10.00 per mailbox
Voice Mail Pager Plus installation	\$10.00 per mailbox
Fax Overflow installation	\$10.00 per mailbox
Enhanced Voice Messaging 9 or less mailboxes	\$50.00 per order
Enhanced Voice Messaging 10 or more mailboxes	\$95.00 per order

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

14.0 RESOLD RATES FOR SERVICES

14.1 Basic Exchange Line Service^{††}

	Non-Recurring	Monthly Recurring
Basic Local Exchange Service Per Line	\$56.00	\$32.78

14.2 PBX (Basic Exchange) Trunk Service^{††}

	Non- Recurring	Monthly Recurring
Basic Local Exchange Trunk Service Per Trunk	\$56.00	\$38.20

14.3 Digital PBX (Basic Exchange) Trunk Service^{††}

Digital PBX Trunk Pricing	Non-Recurring	Monthly
Digital PBX Channel Charge	\$900.00	\$150.00
Digital PBX Trunk Charge	\$39.00	\$30.00

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e-spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

14.0 RESOLD RATES FOR SERVICES

14.4 DID Trunk Service^{††}

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

DID Trunk Service	Non-Recurring	Monthly Charge
Each additional block of 20	\$20.00	\$3.00
DID trunk termination (inward/combo)	\$57.00	\$45.00
DID-Each Number, Non-sequential	\$ 1.00	\$ 0.15
DID – Block of 20 Numbers (1 st only)	\$20.00	\$3.00

14.5 Hunt/Grouping Service^{††}

Pricing	
Non-Recurring	\$13.00
Recurring (monthly)	\$3.00

14.6 CLASS (Custom Local Area Signaling Service) Features^{††}

	Non-Recurring	Monthly
Anonymous Call Rejection	\$11.00	\$4.50
Automatic Call Back	\$11.00	\$2.70
Automatic Recall	\$11.00	\$3.15
Call Block	\$13.00	\$4.50
Call Selector	\$11.00	\$3.50
Call Tracing	\$11.00	\$6.00
Call Transfer	\$13.00	\$6.00
Caller ID Name Delivery	\$13.00	\$7.95
Caller ID Number Delivery	\$13.00	\$7.50
Directory Number Privacy	No Charge	No Charge
Preferred Call Forwarding	\$11.00	\$3.50

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e-spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

4.0 RESOLD RATES FOR SERVICES

14.7 Business Custom Services (BCS)^{††}

Features	Non-Recurring	Monthly Recurring
Call Forwarding Variable	\$13.00	\$4.80
Call Forwarding Busy Line	\$13.00	\$4.80
Call Forwarding Don't Answer	\$13.00	\$4.80
Call Forwarding Don't Answer/Busy Line	\$13.00	\$4.80
Remote Activation of CFV	\$11.00	\$4.00
Remote Call Forwarding	\$11.00	\$4.00
Call Waiting Terminating	\$13.00	\$7.50
Three Way Conference Calling	\$13.00	\$4.00
Speed Calling 30	\$13.00	\$4.50
3-Way Calling/Call Transfer	\$11.00	\$5.00
Hunting	\$13.00	\$3.00

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e-spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

14.0 RESOLD RATES FOR SERVICES

14.8 ISDN/PRI^{††}

Element	Install	Monthly
Primary Rate Interface		
PRI B Channels (per channel) Data Only	\$39.00	\$30.00
PRI B Channels (per channel) Voice Only	\$39.00	\$30.00
PRI B Channels (per channel) Inward Only	\$39.00	\$30.00
PRI Service (per DS1)	\$2050.00	\$800.00
Transport (per DSI)	\$900.00	\$150.00
Optional Features [No Pricing]		
Incoming Call Identification		
1-8 services		
9-15 services		
16 or more services		
DID Service		
DID Trunk Termination (inward)	\$57.00	\$45.00
First Block 20 DID Numbers	\$20.00	\$3.00
Service Establishment Charge	n/c	n/c

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e-spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

14.0 RATES FOR RESOLD SERVICES

14.9 Directory Listings^{††}

	Non-Recurring	Monthly Recurring
Each Additional Listing	N/A	\$1.75
Non Listed Number	\$22.00	\$1.80
Non-Published Number	\$22.00	\$1.45

14.10 Main Number Retention^{††}

Rates	Non- Recurring	Monthly Recurring
per retained number	n/c	n/c
per retained vanity number	n/c	n/c

14.11 Authorization Codes^{††}

Non-Recurring		
Authorization Codes		
Option A	Business Line, ea.	\$27.50
Option A	PBX Trunk, ea.	\$27.50
Option B	Business Line, ea.	\$27.50
Option B	PBX Trunk, ea.	\$27.50
Monthly Recurring		
Authorization Codes		
Option A	Business Line, ea.	\$5.00
Option A	PBX Trunk, ea.	\$5.00
Option B	Business Line, ea.	\$5.00
Option B	PBX Trunk, ea.	\$5.00

14.12 Vanity Numbers^{††}

Rates	Non-Recurring	Monthly Recurring
Per Vanity Number	n/c	n/c

^{††} Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e-spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e-spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.1 Basic Exchange Line Service

	Non-Recurring	Monthly Recurring
Basic Local Exchange Service Per Trunk	\$100.00	\$59.00

15.2 PBX (Basic Exchange) Trunk Service

	Non- Recurring	Monthly Recurring
Basic Local Exchange Trunk Service		
DID PBX Trunk	\$200.00	\$150.00
DOD PBX Trunk	\$100.00	\$70.00
2Way PBX Trunk w/o DID	\$100.00	\$70.00
2Way PBX Trunk w/DID	\$200.00	\$150.00
2Way PBX Trunk (4 Wire)	\$150.00	\$150.00

15.3 Digital PBX (Basic Exchange) Trunk Service

Digital PBX Trunk Pricing	Non-Recurring	Monthly
Digital PBX Channel Charge	\$1620.00	\$540.00
Digital DID PBX Trunk	\$160.00	\$140.00
Digital DOD PBX Trunk	\$70.00	\$60.00
Digital 2Way PBX Trunk w/DID	\$160.00	\$140.00
Digital 2Way PBX Trunk w/o DID	\$70.00	\$60.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.4 DID Trunk Service

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

DID Trunk Service	Non-Recurring	Monthly Charge
Each additional block of 20	\$40.00	\$5.00
DID trunk termination (inward/combo)	\$90.00	\$80.00
DID- Each Number, Non-sequential (N)	\$2.00	\$1.00

15.5 Hunt/Grouping Service

Pricing	
Non-Recurring	\$22.00
Recurring (monthly)	\$12.00

15.6 CLASS (Custom Local Area Signaling Service) Features

	Non-Recurring	Monthly
Anonymous Call Rejection (N)	\$22.00	\$10.00
Automatic Call Back	\$22.00	\$10.00
Automatic Recall	\$22.00	\$10.50
Call Block	\$22.00	\$10.00
Call Selector	\$22.00	\$10.00
Call Tracing	\$22.00	\$10.00
Call Transfer	\$22.00	\$12.00
Caller ID Name Delivery	\$22.00	\$15.00
Caller ID Number Delivery	\$22.00	\$15.00
Directory Number Privacy	\$22.00	\$10.00
Preferred Call Forwarding	\$22.00	\$10.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.7 Business Custom Services (BCS)

Non-Recurring	
All BCS Features	\$22.00
Monthly Recurring	
Call Forwarding Variable	\$10.00
Call Forwarding Busy Line	\$10.00
Call Forwarding Don*t Answer	\$10.00
Call Forwarding Don=t Answer/Busy Line	\$10.00
Remote Activation of CFV	\$10.00
Remote Call Forwarding	\$10.00
Call Waiting Terminating	\$15.00
Three Way Conference Calling	\$10.00
Speed Calling 30	\$10.00
3-Way Calling/Call Transfer	\$10.00
Hunting	\$15.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.8 ISDN/PRI

Element	Install	Monthly
Primary Rate Interface		
PRI B Channels (per channel) Data Only	\$70.00	\$50.00
PRI B Channels (per channel) Voice Only	\$70.00	\$55.00
PRI Service (per DS1)	\$2000.00	\$1000.00
Transport (per DSI)	\$1600.00	\$270.00
Optional Features [No Pricing]		
Incoming Call Identification		
1-8 services		
9-15 services		
16 or more services		
DID Service		
DID Trunk Termination (inward)	\$100.00	\$90.00
First Block 20 DID Numbers	\$40.00	\$6.00
Service Establishment Charge	\$100.00	\$20.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.9 Directory Listings

	Non-Recurring	Monthly Recurring
Each Additional Listing	\$1.00	\$5.00
Non List Number (T)	\$50.00	\$5.00
Non-Published Number	\$50.00	\$5.00

15.10 Main Number Retention

Rates	Non- Recurring	Monthly Recurring
per retained number	\$5.00	\$5.00
per retained vanity number	\$5.00	\$5.00

15.11 Authorization Codes

Non-Recurring		
Authorization Codes		
Option A	Business Line, ea.	\$55.00
Option A	PBX Trunk, ea.	\$55.00
Option B	Business Line, ea.	\$55.00
Option B	PBX Trunk, ea.	\$55.00
Monthly Recurring		
Authorization Codes		
Option A	Business Line, ea.	\$10.00
Option A	PBX Trunk, ea.	\$10.00
Option B	Business Line, ea.	\$10.00
Option B	PBX Trunk, ea.	\$10.00

15.12 Vanity Numbers

Rates	Non-Recurring	Monthly Recurring
Per Vanity Number	\$5.00	\$5.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.13 IntraLATA Calling Service

	Rate for Initial Minute	Rate per Additional Minute
Day	\$0.5500	\$0.5500
Night	\$0.4000	\$0.4000

15.14 Mobile Services Interconnection Rates:

Cost Element Per Minute	Access Rate Per Minute of Use
Rate Per Conversation Minute	n/c
Switching	\$0.100000
Transport (per mile bends)	
0-1	\$0.100000
Over 1-8	\$0.100000
Over 8-16	\$0.100000
Over 16-25	\$0.100000
Over 25-50	\$0.100000
Over 50-100	\$0.100000
Over 100	\$0.100000

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.15 Operator Services

Note that usage charges and surcharges, busy line verification and interrupt, or directory assistance surcharges apply in addition to operator charges

Station-to-Station	\$3.00/call
Calling Card	\$3.00/call
3rd Number Billing	\$3.00/call
Collect Calls	\$3.00/call
Person-to-Person	\$7.00/call

15.16 Busy Line Verify and Busy Line Interrupt Service

Busy Line Verify Service (each request)	\$3.00
Busy Line Verify and Busy Line Interrupt Service (each request)	\$6.00

15.17 Service Implementation Changes for Changing Existing Services

Non-Recurring \$200.00 per service order

15.18 Restoration of Services

Non-Recurring per occasion	\$220.00
Charge per telephone number restored	\$7.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.19 Inbound Direct Local Exchange Service

Inbound Direct (Inbound only line + hunting)	Recurring per line, per month	Non- Recurring
Tucson, AZ	\$60.00	\$125.00

15.20 Pay Phone:

	Non Recurring	Monthly Recurring
Pay Phone Flat Rate:		
Two-way Service with Touch Tone and International Block:	\$200.00	\$200.00
Outgoing with Touch Tone and International Call Block:	\$200.00	\$200.00

Options:

Pay Phone Change Charge	:	\$100.00	\$100.00
Fraud Protection One-way Incoming line		\$100.00	\$100.00
Fraud Protection Outgoing, per line		\$100.00	\$100.00
Fraud Protection Incoming and Outgoing, per line		\$100.00	\$100.00

15.21 [Reserved For Future Use.]

15.0 MAXIMUM RATES

15.22 e-spire LOCAL SERVICE PLUS

<u>Length of Contract</u>	<u>Monthly</u>	<u>Non-recurring</u>
One Year	\$1,600.00	\$2,500.00
Two Year	\$1,550.00	\$2,000.00
Three Year	\$1,450.00	\$1,500.00

Additional charges will apply for the following components:

DID Termination Charges:

DID Trunk Termination

Monthly

\$20.00

DID Number:

1st Block of 20 DID numbers

DID each additional block of 20 up to 500 numbers

DID 500 + each additional block of 100 numbers

Monthly

\$10.00

\$ 5.00

\$100.00

Optional Custom Calling Features:

Custom Calling Features

Anonymous Call Rejection

Automatic Call Back

Automatic Recall

Call Block

Call Hold

Call Pick Up

Call Transfer

Caller ID w/Name & Number

Caller ID w/Number

Code Restriction

Distinctive Ringing

Remote Activation of Call forward

Remote Call Forwarding

Remote Call Forwarding Additional path

Speed Dialing 30

XMC Auto Attendant (per mailbox)

(9 or fewer mailboxes)

(10 or more mailboxes)

XMC Fax Overflow

XMC Voice Mail (per mailbox)

XMC Voice Mail Pager Plus

Monthly

\$10.00

\$10.00

\$10.00

\$10.00

\$10.00

\$10.00

\$10.00

\$10.00

\$15.00

\$10.00

\$10.00

\$10.00

\$10.00

\$30.00

\$30.00

\$30.00

\$10.00

\$20.00

\$30.00

\$15.00

\$20.00

Non-Recurring*

\$20.00

\$100.00

\$200.00

*Non-recurring charges waived if features ordered upon initial installation of e-spire LOCAL SERVICE PLUS.

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.22 e-spire LOCAL SERVICE PLUS (Cont'd)

Ancillary Services

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	\$ 1.00
Non-listed	\$ 5.00
Non-published	\$ 5.00
Additional listing	\$ 5.00
Toll Free Directory Assistance listing	\$30.00

<u>Vanity Number</u>	<u>Monthly</u>
Vanity number, per number	\$20.00

<u>Operator Assisted Calling, per occurrence</u>	<u>Monthly</u>
Station to Station	\$3.00
Calling Card	\$3.00
3 rd Number	\$3.00
Collect Call	\$3.00
Person to Person	\$7.00

<u>Directory Assistance</u>	<u>Per Call</u>
Call Allowance	2 calls
Each additional Directory Assistance call	\$2.00
Call Completion	\$2.00
Long Distance Directory Assistance	\$2.00
Long Distance Directory Assistance with call completion	\$2.00

<u>Busy Line Verification</u>	<u>Per Request</u>
Verification Request	\$3.00
Emergency Interrupt Request (in addition to Verification Request)	\$6.00

James C. Falvey
Sr. Vice President - Regulatory Affairs
Xspedius Management Co., LLC
7125 Columbia Gateway Drive, Suite 2100
Columbia, MD 21046
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Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.22 e-spire LOCAL SERVICE PLUS (Cont'd)

Moves/Adds/Changes (MACS)

Add Additional Lines or Trunks, per order
Add DID Trunk Termination, per order
Change to CSR, record purpose, per order
Add Additional Custom Calling Features, per order
Add XMC Auto Attendant

(9 or fewer mailboxes)

(10 or more mailboxes)

Move Service Location, per order

PIC Change, per line

Reconfiguration Charge, per order without
customer premise visit.

Reconfiguration Charge, per order with
customer premise visit.

One Time Non-recurring

\$ 100.00

\$ 100.00

\$ 50.00

\$ 20.00

\$100.00

\$200.00

Charges in Section 13.17

apply

\$ 10.00

\$ 100.00

\$500.00

15.0 MAXIMUM RATES

15.23 LOCAL SERVICE Rates – Flat Rate Service

<u>Month to Month</u>	<u>Monthly</u>	<u>Non-recurring</u>
Business Exchange Lines 1 st line	\$60.00	\$100.00
Each additional line	\$60.00	\$ 50.00
 PBX DOD Trunk	 \$75.00	 \$100.00
Each additional line	\$75.00	\$ 50.00
 PBX DID Trunk	 \$75.00	 \$100.00
Each additional line	\$75.00	\$ 50.00
 PBX Combination Trunk	 \$75.00	 \$100.00
Each additional line	\$75.00	\$ 50.00
 <u>DID Termination Charges:</u>		<u>Monthly</u>
DID Trunk Termination		\$30.00
 <u>DID Number:</u>		<u>Monthly</u>
1 st Block of 20 DID numbers		\$10.00
DID each additional block of 20 up to 500 numbers		\$ 5.00
DID 500 + each additional block of 100 numbers		\$100.00
 <u>Hunting Service:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Hunting	\$ 12.00	\$22.00

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DC01/BAHEL/188083.1

Issue Date: _____
Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.23 e.spire LOCAL SERVICE (Cont'd)

<u>Optional Custom Calling Features:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Custom Calling Features		\$20.00
Anonymous Call Rejection	\$10.00	
Automatic Call Back	\$10.00	
Automatic Recall	\$10.00	
Call Block	\$10.00	
Call Forwarding	\$10.00	
Call Forwarding Busy	\$10.00	
Call Forwarding No Answer	\$10.00	
Call Forwarding Variable	\$10.00	
Call Hold	\$10.00	
Call Pick Up	\$10.00	
Call Transfer	\$10.00	
Call Trace	\$10.00	
Call Waiting	\$10.00	
Caller ID w/Name & Number	\$15.00	
Caller ID w/Number	\$10.00	
Code Restriction	\$10.00	
Distinctive Ringing	\$10.00	
Remote Activation of Call forward	\$10.00	
Remote Call Forwarding	\$30.00	
Remote Call Forwarding Additional path	\$30.00	
Speed Dial 8	\$10.00	
Speed Dialing 30	\$10.00	
3 Way Calling	\$10.00	
e.spire Auto Attendant (per mailbox)	\$20.00	
(9 or fewer mailboxes)		\$100.00
(10 or more mailboxes)		\$200.00
e.spire Fax Overflow	\$30.00	
e.spire Voice Mail (per mailbox)	\$15.00	
e.spire Voice Mail Pager Plus	\$20.00	

*Non-recurring charges waived if features ordered upon initial installation of e.spire LOCAL SERVICE.

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Docket No. _____

15.0 MAXIMUM RATES

15.23 e-spire LOCAL SERVICE (Cont'd)

Toll Free Service

	<u>Monthly</u>	<u>Non-Recurring</u>
Toll Free Number	\$ 5.00	\$ 5.00
Toll Free Directory Assistance Listing. per number	\$30.00	\$ 5.00

Fixed Term Discounts apply to all XMC Tariff Dial One rates as noted in the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	25%
Two Year	30%
Three Year	40%

Ancillary Services

	<u>Monthly</u>
Directory Listings, per listing	
Single List - White page only	\$ 1.00
Non-listed	\$ 5.00
Non-published	\$ 5.00
Additional listing	\$ 5.00
Toll Free Directory Assistance listing	\$30.00

<u>Vanity Number</u>	<u>Monthly</u>
Vanity number, per number	\$20.00

<u>Operator Assisted Calling, per occurrence</u>	<u>Monthly</u>
Station to Station	\$3.00
Calling Card	\$3.00
3 rd Number	\$3.00
Collect Call	\$3.00
Person to Person	\$7.00

<u>Directory Assistance</u>	<u>Per Call</u>
Call Allowance	2 calls
Each additional Directory Assistance call	\$2.00
Call Completion	\$2.00
Long Distance Directory Assistance	\$2.00
Long Distance Directory Assistance with call completion	\$2.00

<u>Busy Line Verification</u>	<u>Per Request</u>
Verification Request	\$3.00
Emergency Interrupt Request (in addition to Verification Request)	\$6.00

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Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.23 e-spire LOCAL SERVICE (Cont'd)

Moves/Adds/Changes (MACS)

Add Additional Lines or Trunks, per order
Add DID Trunk Termination, per order
Change to CSR , record purpose, per order
Add Additional Custom Calling Features, per order
Add E.SPIRE Auto Attendant

One Time Non-recurring

\$ 100.00
\$ 100.00
\$ 50.00
\$ 20.00
\$100.00 (9 or fewer mailboxes)
\$200.00 (10 or more mailboxes)

Move Service Location, per order

Installation Charges in the
Arizona End-User Services

Price List apply

PIC Change, per line
Reconfiguration Charge, per order without
customer premise visit.
Reconfiguration Charge, per order with
customer premise visit.

\$ 10.00
\$100.00
\$500.00

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Effective Date: _____
Docket No. _____

15.0 MAXIMUM RATES

15.24 e-spire Local ISDN

LOCAL ISDN Rates

	<u>Monthly</u>	<u>Non-recurring</u>
<u>Month to Month</u>		
ISDN PRI Access Facility, 23B+D Channels	\$2100.00	\$2,500.00
<u>1 Year Term</u>		
ISDN PRI Access Facility, 23 B+D Channels	\$ 1,800.00	\$2,500.00
<u>2 Year Term</u>		
ISDN PRI Access Facility, 23 B+D Channels	\$1,500.00	\$2,000.00
<u>3 Year Term</u>		
ISDN PRI Access Facility, 23 B+D Channels	\$1,400.00	\$1,500.00
<u>DID Termination Charges:</u>	<u>Monthly</u>	
DID Trunk Termination, per Trunk Group	\$20.00	
<u>DID Number:</u>	<u>Monthly</u>	
1 st Block of 20 DID numbers	\$ 10.00	
DID each additional block of 20 up to 500 numbers	\$ 5.00	
DID 500 + each additional block of 100 numbers	\$100.00	
<u>Hunting Service:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Hunting	\$ 12.00	\$ 22.00

13.24.1 Optional Services

<u>Optional Custom Calling Features:</u>	<u>Monthly</u>	<u>Non-Recurring*</u>
Caller ID w/Name & Number	\$ 100.00	\$ 15.00
Call by Call	\$ 100.00	\$ 15.00
Outbound Calling for Non-ISP's	\$ 200.00	\$ 15.00

Long Distance Service e. spire Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the XMC Arizona End-User Services Price List, the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	40%
Two Year	50%
Three Year	60%

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15.0 MAXIMUM RATES

15.24 e-spire Local ISDN

15.24.1 Optional Services

<u>Toll Free Service</u>	<u>Monthly</u>	<u>Non-Recurring</u>
Toll Free Number	\$ 5.00	\$ 5.00
Toll Free Directory Assistance Listing. per number	\$30.00	\$ 5.00

Fixed Term Discounts apply to all XMC Tariff Dial One rates as noted in the XMC Arizona Interexchange Services Tariff and the XMC FCC No. 1 Interstate Services Tariff.

One Year	20%
Two Year	30%
Three Year	40%

Ancillary Services:

<u>Directory Listings, per listing</u>	<u>Monthly</u>
Single List - White page only	\$ 1.00
Non-listed	\$ 5.00
Non-published	\$ 5.00
Additional listing	\$ 5.00
Toll Free Directory Assistance listing	\$30.00

<u>Vanity Number</u>	<u>Monthly</u>
Vanity number, per number	\$20.00

<u>Operator Assisted Calling, per occurrence</u>	<u>Monthly</u>
Station to Station	\$3.00
Calling Card	\$3.00
3 rd Number	\$3.00
Collect Call	\$3.00
Person to Person	\$7.00

<u>Directory Assistance</u>	<u>Per Call</u>
Call Allowance	2 calls
Each additional Directory Assistance call	\$2.00
Call Completion	\$2.00
Long Distance Directory Assistance	\$2.00
Long Distance Directory Assistance with call completion	\$2.00

<u>Busy Line Verification</u>	<u>Per Request</u>
Verification Request	\$3.00
Emergency Interrupt Request (in addition to Verification Request)	\$6.00

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15.0 MAXIMUM RATES

15.24 e·spire Local ISDN

15.24.1 Optional Services

Moves/Adds/Changes (MACS)

Add DID Trunk Termination, per order
Change to CSR , record purpose, per order
Add Additional Custom Calling Features, per order

One Time Non-recurring

\$100.00
\$ 40.00
\$ 20.00

Move Service Location, per order

Installation Charges in the
Arizona End-User Services
Price List apply

PIC Change, per line
Reconfiguration Charge, per order without
customer premise visit.
Reconfiguration Charge, per order with
customer premise visit.

\$ 10.00
\$100.00
\$500.00

13.25 Incoming FX

e·spire LOCAL SERVICE PLUS
e·spire LOCAL ISDN- Non ISP's
e·spire LOCAL ISDN- ISP's

Non Recurring

\$ 20.00
\$ 20.00
\$ 20.00

Monthly

\$200.00
\$200.00
\$400.00

DOCUMENT SUMMARY SHEET

THIS SUMMARY SHEET MUST BE ATTACHED TO YOUR DOCUMENT

MW

SERVER 2

CREATION DATE/TIME: June 17 8:00am

OPERATOR: XMC

tariff

XMC/ccn

WP FILENAME: G:\....Eddie\Tariff\Xspedius

REVISION

DATE/TIME

OPERATOR

SPELLCHECK

June 17, 2002 8:00am

ER

YES

16.0 MAPS

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Docket No. _____

ATTACHMENT C

TO BE PROVIDED

ATTACHMENT D

APPLICANT'S BALANCE SHEET

Xspedius Management Co., LLC
CONSOLIDATED BALANCE SHEET
Pro Forma as of June 1, 2002

	<u>ICP</u>	<u>NT</u>	<u>TOTAL</u>
CASH	\$18,750,000.00		\$18,750,000.00
Subscription Receivable	\$36,000,000.00		\$36,000,000.00
Organizaitonal Cost	\$1,500,000.00		\$1,500,000.00
Fixed Assets	\$18,750,000.00	\$50,000,000.00	\$68,750,000.00
Total Assets	<u>\$75,000,000.00</u>	<u>\$50,000,000.00</u>	<u>\$125,000,000.00</u>
Liabilities	\$0.00	\$50,000,000.00	\$50,000,000.00
Owner's Equity	\$75,000,000.00	\$0.00	\$75,000,000.00
Total Liabilities and Owner's Equity	<u>\$75,000,000.00</u>	<u>\$50,000,000.00</u>	<u>\$125,000,000.00</u>

Xpeditus Management Co., LLC
Income Statement
Projected July 1, 2002 - June 30, 2003
Arizona

	July	August	September	October	November	December	January	February	March	April	May	June	Year-to-Date
Revenue:													
Total Net Revenues	1,058,710.08	1,045,502.48	1,159,034.51	1,151,851.11	1,118,481.96	1,106,409.56	992,269.56	900,290.85	915,476.60	873,466.27	800,455.71	853,384.16	11,975,332.85
Network Costs:													
Total Network Costs	339,622.07	110,491.75	168,768.84	108,075.34	345,025.59	415,879.06	249,689.98	(21,213.19)	105,143.22	355,920.71	205,036.00	684,988.11	3,067,427.48
Gross Margin	719,088.01	935,010.73	990,265.67	1,043,775.77	773,456.37	690,530.50	742,579.58	921,504.04	810,333.38	517,545.56	595,419.71	168,396.05	8,907,905.37
Gross Margin %	0.68	0.89	0.85	0.91	0.69	0.62	0.75	1.02	0.89	0.59	0.74	0.20	74%
Salaries and Wages:													
Total Salaries and Wages	118,568.96	105,622.41	112,391.60	107,278.39	109,268.04	54,660.79	88,826.39	79,737.73	81,594.67	94,580.40	98,238.87	65,157.35	1,115,925.60
Employee Benefits:													
Total Employee Benefits	1,523.59	17,615.31	18,059.08	12,980.93	16,143.36	15,841.84	12,984.14	8,375.51	13,234.16	15,670.07	15,761.00	(18,640.76)	129,548.23
Direct Operating Expenses:													
Total Direct Operating Expenses	35,103.10	22,770.43	47,031.91	25,133.12	15,179.46	46,887.63	55,192.32	27,776.69	30,225.08	56,183.88	32,334.57	43,398.84	437,217.03
Other Operating Expenses:													
Total Other Operating Expenses	92,553.89	158,212.70	469,231.19	94,789.77	117,107.42	98,520.04	93,416.00	87,175.76	51,145.78	28,863.62	368,318.02	366,757.97	2,026,092.16
EBITDA (including non-cash compensation)	471,338.47	630,789.88	343,551.89	803,593.56	515,758.09	474,620.20	492,160.73	718,438.35	634,133.69	322,247.59	80,767.25	(288,277.35)	5,199,122.35
EBITDA (excluding non-cash compensation)	471,338.52	630,789.88	343,551.89	803,593.56	515,758.09	474,620.20	492,160.73	718,438.35	634,133.69	322,247.59	80,767.25	(288,277.35)	5,199,122.40
Other Income and Expenses:													
Total Other Income and Expense	347,802.03	265,730.78	370,017.00	315,137.56	(40,084.21)	373,808.62	413,477.11	361,336.96	493,600.61	312,190.94	407,867.69	1,860,097.57	5,480,982.66
Income Taxes													
NET INCOME (LOSS)	123,336.44	365,059.10	(26,465.11)	488,456.00	555,842.30	100,811.58	78,683.62	357,101.39	140,533.08	10,056.65	(327,100.44)	(2,148,374.92)	(281,860.31)